

**AGENDA**  
**BOARD OF CONTROL**

***Mayor's Conference Room***  
***January 14, 2019 2:30 PM***

<b>Action</b>	<b>Description</b>	<b>Reference No.</b>
1. Renew – Disposal of Sewage Sludge Cakes (Bio-Solids) – Primary		BC-19-001
2. Renew – Disposal of Sewage Sludge Cake (Bio-Solids) – Secondary		BC-19-002
3. Award – Disposal of Screenings & Grit		BC-19-003
4. Renew – WWTP Chemicals – Sodium Aluminate		BC-19-004
5. Renew – Sand & Aggregate Supplies		BC-19-005
6. Renew – Purchase of Concrete Supplies		BC-19-006
7. Award – Prof Svs Contract – Re: Laboratory Analysis Svs – Water Dept.		BC-19-007
8. Renew – Asphalt Materials & Services		BC-19-008
9. Award – Hazardous Tree Removal Project		BC-19-009
10. Award – 2019 City Reforestation Project		BC-19-010
11. Award – Purchase of Stump Grinder – Div of Streets/Forestry		BC-19-011
12. Renew – Prisoner Medical Svs		BC-19-012
13. Renew – Prof Medical Svs Contract – Lakewood Police Jail		BC-19-013
14. Renew – Prof Admin Svs Contract – Re Employee Health Care		BC-19-014
15. Renew – Prof Svs Contract – Re: Group Health Insurance Consulting		BC-19-015
16. Award – Purchase of Wide Format Printer		BC-19-016
17. Renew – Uniform Purchase, Rental & Laundry Svs		BC-19-017
18. Award – Fischer Rd Waterline Replacement Project		BC-19-018
19. Award – Public Works Service Garage Weld Shop Ceiling Project		BC-19-019
20. Amend – Clean Water Pilot Study Project		BC-19-020

***Next Meeting is TUESDAY,***  
***January 22, 2019; 2:30 PM***

Mayor  
Finance Director  
Law Director  
Public Works Director



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-001

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107


**Subject: Renew Contract – Disposal of Sewage Sludge Cake (Bio-Solids) – Primary Provider**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works; Division of Waste Water Treatment Plant, and the attached letter of recommendation, I am submitting for your consideration this request to renew a contract with Agri-Sludge, Inc. in an amount not to exceed \$47,000 to be the Primary Provider of Sewage Sludge Cake (bio-solids) Disposal Services as described in Bid No. 14-027. This is the final of (4) additional one-year renewal options available to the City; contract effective January 1, 2019 through December 31, 2019.

Agri-Sludge, Inc. submitted the lowest and best responsive and responsible bid for the services outlined in Bid No. 14-027 (Land Application).

Contracting Authority:	Ordinance 50-18 \$110,000
Contracting Balance:	\$110,000 / \$63,000
Funding:	Enterprise Fund (WWTP)
Account Distribution:	511-3072-432-39-03 \$165,000
Account Balance:	\$165,000 / \$118,000
Object Code:	Contractual Service – Refuse Hauling
Contract Approved by Law:	Yes ____ / No ____ / PO ____ / c/c ____
Commodity Code:	968-071
Bid Reference:	Bid No. 14-027

  
Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
<b>Joseph J. Beno PE, Director of Public Works</b>	_____	_____	_____
<b>Kevin M. Butler Director of Law</b>	_____	_____	_____
<b>Jennifer Pae, Director of Finance</b>	_____	_____	_____
<b>Michael P. Summers, Mayor</b>	_____	_____	_____



# Memo

To: Kim Smith, Purchasing  
From: William Crute, Division Manager WWTP  
Date: December 7, 2018

RE: RENEWAL of BID No. 14-027, PRIMARY DISPOSAL of SEWAGE SLUDGE

The City of Lakewood is entering the fourth option year for the disposal of sewage sludge cake (biosolids) by means of **land application**. The results of bid 14-027 awarded this service to Agri-Sludge Inc.. Agri-Sludge's service will be used as a primary means of disposal from March 15<sup>th</sup> – December 14<sup>th</sup>. Agri-Sludge has properly disposed of the biosolids in accordance with the Ohio EPA regulations governing the treatment and disposal of sewage sludge. Therefore, I am requesting the authority to continue using the services of Agri-Sludge in 2019.

Estimated sewage sludge production and disposal cost.

**4500 wet tons biosolids X \$10.44/wet ton = \$46,980.00**

Jan 10, 2019 12:55:49 PM EST
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511-3072-432.39-03
Account miscellaneous
Budget miscellaneous
Encumbrances
Pre-encumbrances
Transactions
Detail by date
Detail by code
Detail by year & p
Pending by date
Pending by code
Pending by year
Procurement car

Account information
Contractual Services / Refuse Hauling
Fiscal year: 2019 Dr
Budget: 165,000.00
Committed: 19,763.00
Balance: 145,237.00

Project Data
Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 January	.00	.00
Q 02 February	.00	.00
Q 03 March	.00	.00
Q 04 April	.00	.00
Q 05 May	.00	.00

Payment information

Vendor	(* indicates pending)	Total

Encumbrances

PO #	Vendor	Balance
Q 090256	MADDEN BROTHERS, INC.	19,763.00

Pre Encumbrances

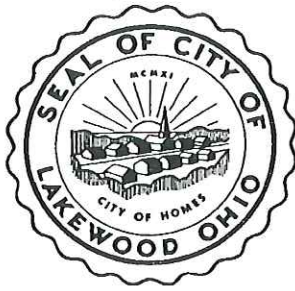
Type	Req/PO	Project	Balance

Segment/Balance Details

Fund	511	Wastewater Treatment Fund	Original Budget	165,000.00
Department	30	Public Works	Revised Budget	.00
Division	72	Wastewater Impret	Current expenditures	.00
Activity basic	43	Streets and Highways	YTD expenditures	.00
Sub activity	2	Public Works Enterprise	Unposted expenditures	.00
Element	39	Contractual Services	Encumbrances	19,763.00
Object	03	Refuse Hauling	Unposted encumbrances	.00

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12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-002

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Renew Contract – Disposal of Sewage Sludge Cake (Bio-Solids) – Secondary Provider**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works; Division of Waste Water Treatment Plant, and the attached letter of recommendation, I am submitting for your consideration this request to renew a contract with Quasar Energy Group in an amount not to exceed \$62,000 to be the Secondary Provider of Sewage Sludge Cake (bio-solids) Disposal Services as described in Bid No. 14-027. Quasar Energy Group will provide disposal services through land reclamation. This is the final of (4) additional one-year renewal options available to the City; contract effective January 1, 2019 through December 31, 2019.

Quasar Energy Group submitted the lowest and best responsive and responsible bid for the services outlined in Bid No. 14-027 (Land Reclamation).

Contracting Authority:	Ordinance 50-18 \$110,000
Contracting Balance:	\$63,000 / \$1,000
Funding:	Enterprise Fund (WWTP)
Account Distribution:	511-3072-432-39-03 \$165,000
Account Balance:	\$118,000 / \$56,000
Object Code:	Contractual Service – Refuse Hauling
Contract Approved by Law:	Yes ____ / No ____ / PO ____ / C/C ____
Commodity Code:	968-071
Bid Reference:	Bid No. 14-027

  
Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____



# Memo

To: Kim Smith, Purchasing  
From: William Crute, Division Manager WWTP  
Date: December 7, 2018

RE: RENEWAL of BID No. 14-027, SECONDARY DISPOSAL of SEWAGE SLUDGE

A secondary sewage sludge disposal contract serves two purposes as outlined below.

1. Sewage sludge from December 15<sup>th</sup> – March 14<sup>th</sup> cannot be disposed of by means of land application. The estimated quantity that will need to be disposed of during this time period is approximately 1250/wet tons.
2. Ohio EPA regulations require an on-site storage capacity equal to 120 days. If there is no or insufficient on-site storage then a secondary provider utilizing a disposal method other than land application will satisfy this requirement. It is estimated that the facility has approximately 30 days of on-site storage. The remaining 90 days production quantity is estimated to be 1250/wet tons.

*Note: For this reason the secondary disposal contract has to be active for the entire year.*

The City of Lakewood is entering the fourth option year for the disposal of sewage sludge cake (biosolids) by means other than land application. The results of bid 14-027 awarded this service to quasar Energy Group. quasar's disposal service will be used from December 15<sup>th</sup> – March 14<sup>th</sup> and also used as an alternative to on-site storage as required by Ohio EPA regulations. quasar has properly disposed of the biosolids in accordance with the Ohio EPA regulations governing the treatment and disposal of sewage sludge. Therefore, I am requesting the authority to continue using the services of quasar Energy Group in 2019.

Estimated sewage sludge production and disposal cost.

**2500 wet tons biosolids X \$24.16/wet ton = \$60,400.00**

Jan 10, 2019 12:55:49 PM EST

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Account miscellaneous

Budget miscellaneous

Encumbrances

Pre-encumbrances

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Contractual Services / Refuse Hauling

Fiscal year: 2019 Dr

Budget: 165,000.00

Committed: 19,763.00

Balance: 145,237.00

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 January	.00	.00
Q 02 February	.00	.00
Q 03 March	.00	.00
Q 04 April	.00	.00
Q 05 May	.00	.00

Payment information

Vendor	(* indicates pending)	Total

Encumbrances

PO #	Vendor	Balance
Q 090256	MADDEN BROTHERS, INC.	19,763.00

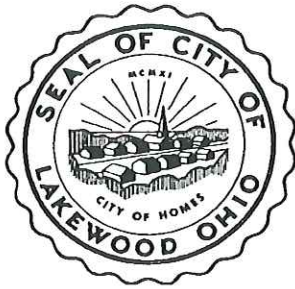
Pre Encumbrances

Type	Req/PO	Project	Balance

Segment/Balance Details

Fund	511	Wastewater Treatment Fund	Original Budget	165,000.00
Department	30	Public Works	Revised Budget	.00
Division	72	Wastewater Improv	Current expenditures	.00
Activity basic	43	Streets and Highways	YTD expenditures	.00
Sub activity	2	Public Works Enterprise	Unposted expenditures	.00
Element	39	Contractual Services	Encumbrances	19,763.00
Object	03	Refuse Hauling	Unposted encumbrances	.00
			Pre-encumbrances	.00

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12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-003

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Award Contract – Disposal of Screenings and Grit**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works; Division of Waste Water Treatment Plant, and the attached letter of recommendation, I am submitting for your consideration this request to award a requirement contract with Browning Ferris Industries of Ohio, Inc., dba Republic Services in an amount not to exceed \$11,000 to provide Disposal Services of the city's Screenings & Grit as described in Bid No. 18-021. Contract effective January 1, 2019 through December 31, 2019 and includes two (2) additional one-year renewal options available to the City.

BFI dba Republic Services submitted the sole bid for the services outlined in Bid No. 18-021.

Contracting Authority:	Ordinance 50-18 \$15,000
Contracting Balance:	\$15,000 / \$4,000
Funding:	Enterprise Fund (WWTP)
Account Distribution:	511-3072-432-39-03 \$165,000
Account Balance:	\$56,000 / \$45,000
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Contractual Service – Refuse Hauling
Commodity Code:	968-071
Bid Reference:	Bid No. 18-021

  
Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
<b>Joseph J. Beno PE, Director of Public Works</b>	_____	_____	_____
<b>Kevin M. Butler, Director of Law</b>	_____	_____	_____
<b>Jennifer Pae, Director of Finance</b>	_____	_____	_____
<b>Michael P. Summers, Mayor</b>	_____	_____	_____



# Memo

To: Kim Smith, Purchasing  
From: William Crute, WWTP  
Date: December 7, 2018

**RE: RECOMMENDATION BID No. 18-021: DISPOSAL OF SCREENINGS AND GRIT**

I have reviewed the only bid received for the Disposal of Screenings and Grit emanating from the Waste Water Treatment Plant. The sole bid was received from **Browning Ferris Industries of Ohio, Inc. dba Republic Services**. There are no exceptions to the service to be provided.

Listed below is a yearly estimate of the cost of the contract over its entirety.  
NOTE: The quantity increase in 2021 is due based on the HRT system coming on-line.

YEAR	Estimated # Pickups	\$/Pickup	Estimated Yearly \$
2019	13	\$786.20	<b><i>\$10,220.60</i></b>
2020	13	\$849.10	<b><i>\$11,038.30</i></b>
2021	16	\$917.03	<b><i>\$14,672.48</i></b>

Based on the information above I am recommending that a purchasing contract for 2019 be issued to **Browning Ferris Industries of Ohio, Inc. dba Republic Services** in the amount of ***\$10,220.60***.

## **NON-COLLUSION AFFIDAVIT**

State of Ohio, County of Lorain,

Richard Brogan (the "Affiant"), being first duly sworn

according to law states:

1. Individual Only: That the Affiant is an individual doing business under the name

of \_\_\_\_\_

in the City of \_\_\_\_\_, State of \_\_\_\_\_;

Partnership Only: That the Affiant is the duly authorized representative of a  
partnership doing business under the name of \_\_\_\_\_

in the City of \_\_\_\_\_, State of \_\_\_\_\_;

Corporation Only: That the Affiant is the duly authorized, qualified and acting  
\_\_\_\_ General Manager \_\_\_\_\_, of Browning Ferris Industries of Ohio, Inc.

a corporation organized and existing under the laws of the State of Delaware;  
and, that the Affiant of the partnership or corporation referred to above, as applicable, is  
filing herewith a bid to the City of Lakewood in conformity with the Contract Documents;

2. Corporation Only: Affiant further states that the following is a complete accurate  
list of the officers, directors and attorneys of the corporation:

President      Robert Boyer

Vice President Tim M Benter

Secretary      Eileen Schuler

Treasurer      Calvin R Boyd

Attorneys      \_\_\_\_\_

Directors      Brian A Goebel

and, that the following officers are duly authorized to execute contracts on behalf of the  
corporation: Browning Ferris Industries of Ohio, Inc.\_\_\_\_\_

Jan 10, 2019 1:10:28 PM EST

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Navigation

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Account miscellaneous

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Encumbrances

Pre-encumbrances

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Account information

Contractual Services / Refuse Hauling

Fiscal year: 2019 Dr

Budget: 165,000.00

Committed: 19,763.00

Balance: 145,237.00

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 January	.00	.00
Q 02 February	.00	.00
Q 03 March	.00	.00
Q 04 April	.00	.00
Q 05 May	.00	.00

Encumbrances

P0 #	Vendor	Balance
Q 090256	MADDEN BROTHERS, INC.	19,763.00

Segment/Balance Details

Fund	511	Wastewater Treatment Fund	Original Budget	165,000.00
Department	30	Public Works	Revised Budget	.00
Division	72	Wastewater Imprmt	Current expenditures	.00
Activity basic	43	Streets and Highways	YTD expenditures	.00
Sub activity	2	Public Works Enterprise	Unposted expenditures	.00
Element	39	Contractual Services	Encumbrances	19,763.00
Object	03	Refuse Hauling	Unposted encumbrances	.00

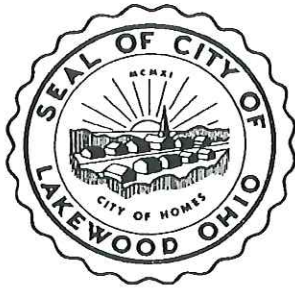
Payment information

Vendor	(* indicates pending)	Total
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Pre Encumbrances

Type	Req/P0	Project	Balance
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12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-004

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107


**Subject: Renew Contract – WWTP Chemicals – Sodium Aluminate**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works; Division of Waste Water Treatment Plant, and the attached letter of recommendation, I am submitting for your consideration this request to renew a requirement contract with USALCO in an amount not to exceed \$132,000 to provide Sodium Aluminate to the city as outlined in Bid No. 17-025. This is the final of two (2) additional one-year renewal options; contract effective January 1, 2019 through December 31, 2019.

USALCO submitted the sole response for Aluminum Sulfate (38%).

Contracting Authority:	Ordinance 50-18 \$150,000
Contracting Balance:	\$150,000 / \$18,000
Funding:	Enterprise Fund (WWTP)
Account Distribution:	511-3072-432-42-01 \$158,400
Account Balance:	\$158,400 / \$26,400
Object Code:	Operating Supplies – Chemicals
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Commodity Code:	885-077
Bid Reference:	Bid No. 17-025

  
Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
<b>Joseph J. Beno PE, Director of Public Works</b>	_____	_____	_____
<b>Kevin M. Butler, Director of Law</b>	_____	_____	_____
<b>Jennifer Pae, Director of Finance</b>	_____	_____	_____
<b>Michael P. Summers, Mayor</b>	_____	_____	_____



# Memo

To: Kim Smith, Procurement  
From: William Crute, Division Manager WWTP  
Date: November 19, 2018

RE: RENEWAL of BID No. 17-025 SODIUM ALUMINATE (38%)

The City of Lakewood is entering the first option year of a three-year contract awarded to USALCO for the purchase of Sodium Aluminate. Sodium Aluminate is used for the removal of Phosphorus from the waste stream as required by the City's National Pollutant Discharge Elimination System (NPDES) permit. We have not experienced any problems with deliveries or product quality over the last year. Therefore it is my recommendation that a renewal purchasing contract for Sodium Aluminate (38%) be awarded to USALCO for 2019.

**Est. Budget Calculation – (15 loads x 23 tons x \$382.61 avg./ton) \$132,000**

BID FOR: PURCHASE OF SODIUM ALUMINATE 38%

BID NUMBER: 17-025

BID DATE: MONDAY, DECEMBER 4, 2017 10:00 AM

NAME OF BIDDING FIRM: USALCO Ashtabula Plant, LLC

ADDRESS: 2601 Cannery Avenue

Baltimore MD 21226  
CITY STATE ZIP

PHONE NUMBER: 410-354-0100 FAX NUMBER: 410-918-2240

BY:   
SIGNATURE

27-1125383

TAX ID NUMBER

NAME: Peter H. Askew  
PRINTED

insidesales@usalco.com

EMAIL ADDRESS

TITLE: Vice President

THE PRICE QUOTED SHALL BE COMPLETED WITH ALL LABOR, INSURANCE, MATERIALS, TRANSPORTATION, PERMITS, ETC. INCLUDED. NO ADDITIONAL FEES, CHARGES, OR EXPENSES MAY BE ADDED TO THE PRICE QUOTED.

BASE BID: PURCHASE OF SODIUM ALUMINATE 38%

SODIUM ALUMINATE 38% (as specified) \$ 386.90 / wet ton  
(1<sup>st</sup> quarter, January – March, 2018)

MANUFACTURER: \_\_\_\_\_  
(if different than supplier)

DELIVERY TIME: \_\_\_\_\_  
(if greater than 48 hours)

# **CITY OF LAKEWOOD, OH DETAILED SPECIFICATIONS**

## **PURCHASE OF SODIUM ALUMINATE 38% BID NO. 17-025**

**1<sup>st</sup> year:** March 30, 2018; June 30, 2018; September 30, 2018

**Optional year 1:** December 31, 2018; March 30, 2019; June 30, 2019; September 30, 2019

**Optional year 2:** December 31, 2019; March 30, 2020; June 30, 2020; September 30, 2020

Failure to submit a quarterly cost adjustment notification by the specified date will result in the cost/wet ton being frozen until one is received. If the late cost adjustment notification indicates a cost decrease, the manufacturer shall provide a credit for the difference in cost for all product already received during the new quarter.

### **VII DATA SUBMISSION**

Each bidder must include with their submitted bid the following information:

1. The wet ton price of the product for the 1<sup>st</sup> quarter of 2018 (January – March);
2. Bidder's production capabilities and delivery limitations which may affect their ability to execute the contract awarded under these bid specifications;
3. The product's Material Safety Data Sheet (MSDS).

### **VIII SAFETY**

It is the contractor's responsibility to insure that all equipment and employees used in fulfilling this contract comply with all applicable safety standards.

If the contractor is not observing applicable safety standards, then the acceptance of product or service will be suspended until the unsafe condition(s) is rectified and the contractor will be liable for any additional cost incurred because of their negligence.

### **IX PENALTIES**

If contractor fails to make delivery within the time limits set forth in these specifications or the product is deemed unacceptable, the City shall have the right to obtain specified product from an alternate source. The contractor will be held liable for all additional costs encountered in using an alternate source.

### **X PAYMENT**

The basis for payment to the contractor shall be calculated on the wet tonnage of SODIUM ALUMINATE solution delivered. Payment will be made only for product received.

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Budget alloca...

Account information

Q Operating Supplies / Chemicals

Fiscal year: 2019 Dr

Budget: 158,400.00

Committed: .00

Q Balance: 158,400.00

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 January	.00	.00
Q 02 February	.00	.00
Q 03 March	.00	.00
Q 04 April	.00	.00
Q 05 May	.00	.00

Payment information

Vendor	(* indicates pending)	Total
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Encumbrances

PO #	Vendor	Balance
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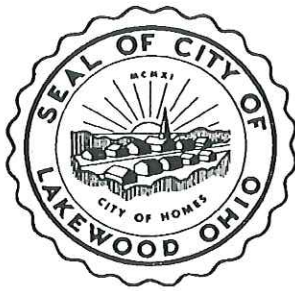
Pre Encumbrances

Type	Req/PO	Project	Balance
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Segment/Balance Details

Fund	511	Wastewater Treatment Fund	Original Budget	158,400.00
Department	30	Public Works	Revised Budget	.00
Division	72	Wastewater Imprmt	Current expenditures	.00
Activity basic	43	Streets and Highways	YTD expenditures	.00
Sub activity	2	Public Works Enterprise	Unposted expenditures	.00
Element	42	Operating Supplies	Encumbrances	.00
Object	01	Chemicals	Unposted encumbrances	.00
			Pre-encumbrances	.00

MW



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-005

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Renew Contract – Sand & Aggregate Supplies**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, Division of Waste Water Collection, and the attached letter of recommendation, I am submitting for your consideration this request to renew a contract with Shelly Materials, Inc. in an amount not to exceed \$45,000 for the Purchase of Sand & Aggregate Supplies. This is the first of two (2) additional one-year renewal options; contract effective January 1, 2019 through December 31, 2019.

Shelly Materials, Inc. submitted the best responsive and responsible bid for Sand & Aggregate Supplies as outlined in Bid No. 17-023.

Contracting Authority:	Ordinance 50-18 \$45,000
Contracting Balance:	\$45,000 / \$0
Funding:	Enterprise Funds
Account Distribution:	501-3062-431-46-12 \$26,000 510-3070-431-46-12 \$26,000
Account Balance:	\$52,000 / \$7,000
Contract Approved by Law:	Yes ____ / No ____ / PO ____ / c/c ____
Object Code:	Repair Parts & Supplies – Sand & Aggregate
Commodity Code:	750-035
Bid Reference:	Bid No. 17-023

Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____



# MEMO

**DATE:** 11/27/18

**TO:** Kim Smith

**FROM:** Nicholas Del Vecchio

**SUBJECT: Board of Control (Sand and Aggregate)**  
**Bid # 17-023**

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I am requesting BOC approval to exercise the first of (two) 1-year renewal options with Shelley Materials for the purchase of Sand and Aggregate. A purchase order for this vendor in the amount not to exceed \$45,000 will be entered and split evenly between two (2) accounts: 501-3062-431-46-12 & 510-3070-431-46-12. Contract pricing is good from 1/1/2019 thru 12/31/19.

Thanks  
Nicholas Del Vecchio

**CITY OF LAKEWOOD****Sand & Aggregate Supplies****Bid No. 17-023****First of (2) additional one-year renewal options;****Contract effective January 1, 2019 through December 31, 2019**

<u>Item Description</u>	<u>Cost per Ton/delivered</u>	<u>Recycled Concrete if Available, Cost/Ton</u>
1. Concrete Sand	\$ <u>16.00</u>	
2. Backfill Sand	\$ <u>16.00</u>	
3. Volleyball Court Sand	\$ <u>79.00</u>	
3. Limestone:		
a) #1 & 2's	\$ <u>23.25</u>	\$ <u>17.15</u>
b) #8	\$ <u>24.35</u>	\$ <u>N/A</u>
c) #57	\$ <u>23.60</u>	\$ <u>N/A</u>
d) #304	\$ <u>17.85</u>	\$ <u>14.00</u>

Plant 01302  
8505 State Route 14  
Streetsboro, OH 44241  
330-626-3816

Plant 00376  
4431 W. 130th St.  
Cleveland, OH  
44135  
216-688-0684

All items are typically delivered to the City stock piles located at 1699 Metro Park Drive.

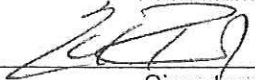
Occasional deliveries may go to other locations within the City of Lakewood.

Shelly Materials, Inc.

Company Name

Chad Reel Vice-President

Print Name

  
Signature

11/15/18

Date

Bid 17-023  
Sand and Aggregate Supplies  
Submitted Prices

Jan.10, 2019 1:18:18 PM EST

File Edit Commands Help

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501-3062-431.46-12

- Account miscellaneous
- Budget miscellaneous
- Encumbrances
- Pre-encumbrances
- Transactions
- Detail by date
- Detail by code
- Detail by year & p
- Pending by date
- Pending by code
- Pending by year
- Procurement car

Print

### Account information

Q Repair Parts & Supplies / Sand & Aggregate

Fiscal year: 2019 Dr

Budget: 26,000.00

Committed: .00

Q Balance: 26,000.00

### Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 January	.00	.00
Q 02 February	.00	.00
Q 03 March	.00	.00
Q 04 April	.00	.00
Q 05 May	.00	.00

### Project Data

Project Entry Optional

### Payment information

Vendor	(* indicates pending)	Total
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Jan.10, 2019 1:18:40 PM EST

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501-3070-431.46-12

- Account miscellaneous
- Budget miscellaneous
- Encumbrances
- Pre-encumbrances
- Transactions
- Detail by date
- Detail by code
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- Pending by date
- Pending by code
- Pending by year
- Procurement car

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Cancel

Exit

Previous acc...

Next account

2018

2020

Account activi...

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Images

Budget alloca...

### Account information

Q Repair Parts & Supplies / Sand & Aggregate

Fiscal year: 2019 Dr

Budget: 26,000.00

Committed: .00

Q Balance: 26,000.00

### Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 January	.00	.00
Q 02 February	.00	.00
Q 03 March	.00	.00
Q 04 April	.00	.00
Q 05 May	.00	.00

### Encumbrances

PO #	Vendor	Balance
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### Pre Encumbrances

Type	Req/PO	Project	Balance
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### Segment/Balance Details

Fund	510	Wastewtr Coll System Fund	Original Budget	26,000.00
Department	30	Public Works	Revised Budget	.00
Division	70	Wastewtr Collection Crew	Current expenditures	.00
Activity basic	43	Streets and Highways	YTD expenditures	.00
Sub activity	1	Public Works Enterprise	Unposted expenditures	.00
Element	46	Repair Parts & Supplies	Encumbrances	.00
Object	12	Sand & Aggregate	Unposted encumbrances	.00



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-006

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Renew Contract – Purchase Concrete Supplies**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works; Division of Streets, and the attached letter of recommendation, I am submitting for your consideration this request to renew a requirement contract with Shelly Materials, Inc. dba Medina Supply in an amount not to exceed \$60,000 to provide concrete supplies as required by the City. This is the first of (2) additional one-year renewal options available; contract effective January 1, 2019 through December 31, 2019.

Shelly Materials, Inc. dba Medina Supply submitted the sole response for the provision of Concrete Supplies as outlined in Bid No. 17-022.

Contracting Authority:	Ordinance 50-18 \$60,000
Contracting Balance:	\$60,000 / \$0
Funding:	SCMR & Enterprise Funds
Account Distribution:	211-3030-435-46-09 \$26,000 501-3062-431-46-09 \$22,000 510-3070-431-46-09 \$13,000
Account Balance:	\$61,000 / \$1,000
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Repair and Maint Supplies / Street
Commodity Code:	750-035
Bid Reference:	Bid No. 17-022

Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jenn Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____



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# MEMORANDUM

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**DATE:** November 27, 2018  
**TO:** Kim Smith, Purchasing  
**FROM:** Chris Perry – Division Manager, Streets and Forestry  
**RE:** **RENEWAL Medina Supply Concrete Contract – Bid # 17-022**  
**CC:** Joe Beno, Director, Department of Public Works

This is a letter of recommendation to award the **first one-year renewal option** of the contract bid to The Shelly Materials, DBA Medina Supply – Bid # 17-022 – to provide and deliver concrete material as set forth in the bid form items and costs; not to exceed \$50,000 Funds are available in the following accounts:

211-3030-435-46-09 Streets  
501-3062-431-46-09 Water  
510-3070-461-46-09 Sewers

The concrete is used for utility repairs and other improvement/infrastructure projects throughout the city.

Respectfully,

Chris Perry  
Streets and Forestry Division Manager, Arborist  
City of Lakewood

## CITY OF LAKEWOOD, OH

Extend prices below where noted - all other items will only have a Unit Price

\*\* the City does NOT guarantee approximate quantities

## Purchase Concrete Supplies

Bid No. 17-022

	Unit Price		**Approx Usage	Extended Total Cost
1) Ready Mix - 1-2-3 Mixture (6.0 sack)	\$ <u>116.50</u> / cubic yard	x	20 cu yds	\$ <u>2,330.</u>
2) Ready Mix - 1-2-3.5 Mixture (6.5 sack)	\$ <u>119.70</u> / cubic yard	x	50 cu yds	\$ <u>5,985.</u>
3) Ready Mix - Class MS (Moderate Set)	\$ <u>132.30</u> / cubic yard	x	150 cu yds	\$ <u>19,845.</u>
4) Flowable Fill (LSM-100)	\$ <u>92.40</u> / cubic yard	x	50 cu yds	\$ <u>4,620.</u>
5) Flowable Fill (LSM-50)	\$ <u>90.30</u> / cubic yard	x	100 cu yds	\$ <u>9030.</u>
6) Added Cost for Plasticizer	\$ <u>16.</u> / gallon			xxx
7) Added Cost for Fiber Mesh	\$ <u>12.50</u> / cubic yard			xxx
8) Added Costs for Loads below Minimum:				
a) 1 to 1-3/4 yard loads	\$ <u>120.</u> / load			xxx
b) 2 to 3-3/4 yard loads	\$ <u>95.</u> / load			xxx
c) 4 to 6-3/4 yard loads	\$ <u>70.</u> / load			xxx
d) 7 to 7-3/4 yard loads	\$ <u>55.</u> / load			xxx
(8 yard loads are normal rate loads)				
9) Additional Cost for Delivery Outside Normal Business Hours	Cost / Load \$ <u>100.</u>			
Normal Business Hours:	<u>MON-FRI 7AM-3PM</u>			
10) Delivery Rate Charged in Excess of Standard one-hour Unloading Time	Cost / Hour \$ <u>150.</u>			
11) Cold Weather Charge	Cost / cubic yard \$ <u>8.</u>			
12) Color - Solomon #417 Apple Red	Cost / cubic yard \$ <u>80.57 - 65x</u>			
	\$ <u>87.29 - 6.5 sx</u>			
	\$ <u>114.17 - M.S.</u>			

PRICES ABOVE REFLECT 1ST OF (2) ADDITIONAL ONE-YEAR RENEWAL OPTIONS  
EFFECTIVE JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

NAME OF BIDDING FIRM: J. KELLY MATERIALS INC. DBA MEDINA SUPPLY

BY:

SIGNATURE

11/15/18

DATE

NAME:

PRINTED

TITLE:

SALES REPRESENTATIVE

Jan 10, 2019 1:22:42 PM EST

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211-3030-435.46-09

Account miscellaneous  
Budget miscellaneous  
Encumbrances  
Pre-encumbrances  
Transactions  
Detail by date  
Detail by code  
Detail by year & p  
Pending by date

**Account information**  
Q Repair Parts & Supplies / Concrete & Bricks  
Fiscal year: 2019 Dr  
Budget: 26,000.00  
Committed: 5,000.00  
Q Balance: 21,000.00

**Project Data**  
Project Entry Optional

Jan 10, 2019 1:22:59 PM EST

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501-3062-431.46-09

Account miscellaneous  
Budget miscellaneous  
Encumbrances  
Pre-encumbrances  
Transactions  
Detail by date  
Detail by code  
Detail by year & p  
Pending by date

**Account information**  
Q Repair Parts & Supplies / Concrete & Bricks  
Fiscal year: 2019 Dr  
Budget: 22,000.00  
Committed: 5,000.00  
Q Balance: 17,000.00

**Project Data**  
Project Entry Optional

File Edit Commands Help

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510-3070-431.46-09

Account miscellaneous  
Budget miscellaneous  
Encumbrances  
Pre-encumbrances  
Transactions  
Detail by date  
Detail by code  
Detail by year & p  
Pending by date  
Pending by code  
Pending by year  
Procurement car

**Account information**  
Q Repair Parts & Supplies / Concrete & Bricks  
Fiscal year: 2019 Dr  
Budget: 13,000.00  
Committed: 2,000.00  
Q Balance: 11,000.00

**Project Data**  
Project Entry Optional

**Account Balance by Period**

Period/Month	Actuals	Cumulative Totals
Q 01 January	.00	.00
Q 02 February	.00	.00
Q 03 March	.00	.00
Q 04 April	.00	.00
Q 05 May	.00	.00

**Payment Information**

Vendor	(* indicates pending)	Total

**Encumbrances**

PO #	Vendor	Balance

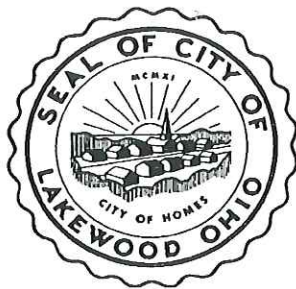
**Pre Encumbrances**

Type	Req/PO	Project	Balance
RQ	0000031132		2,000.00

**Segment/Balance Details**

Fund	Department	Division	Activity basic	Sub activity	Original Budget	Revised Budget	Current expenditures	YTD expenditures	Unposted expenditures
510	30	70	43	1	13,000.00	.00	.00	.00	.00

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2020  
Account activi...  
Pending trans...  
Imanes



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-007

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Award Contract – Professional Services Contract Re: Laboratory Analysis Services – Water Dept.**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works; Division of Water Distribution, and the attached letter of recommendation, I am submitting for your consideration this request to award a Professional Services contract to Pace Analytical Services, Inc. in an amount not to exceed \$10,000 to provide Laboratory Analysis Services for the Division of Water. Contract award is for Fiscal Year 2019.

Pace Analytical Services, Inc. was chosen to perform these Professional Laboratory Analysis Services due to their expertise in the industry, and they are one of only (3) US EPA certified labs to provide in-house compliance sampling.

Contracting Authority:	Ordinance 50-18 \$25,000
Contracting Balance:	\$25,000 / \$15,000
Funding:	Enterprise Fund
Account Distribution:	501-3062-431-30-11 \$32,000
Account Balance:	\$32,000 / \$22,000
Contract Approved by Law:	Yes ____ / No ____ / PO ____ / c/c ____
Object Code:	Professional Services - Lab Analysis Fees
Commodity Code:	961-048
Bid Reference:	Professional Service

  
Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
<b>Joseph J. Beno PE, Director of Public Works</b>	_____	_____	_____
<b>Kevin M. Butler, Director of Law</b>	_____	_____	_____
<b>Jennifer Pae, Director of Finance</b>	_____	_____	_____
<b>Michael P. Summers, Mayor</b>	_____	_____	_____



# MEMO

**DATE:** 11/27/2018  
**TO:** Kim Smith  
**FROM:** Nicholas Del Vecchio  
**SUBJECT:** Board of Control (Laboratory Analysis)

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I am requesting BOC approval in the amount not to exceed \$10,000 for US EPA UCMR4 drinking water compliance sampling.

**Pace Analytical** expertly provided this service in October 2018. They are one of only three US EPA certified labs which provide total in – house compliance sampling and are within the closest proximity to Lakewood. I am requesting to continue are partnership with Pace thru the 2019 EPA mandated monitoring schedule.

Funds will be available from account 501-3062-431-30.11

Thanks,  
Nicholas Del Vecchio

**Pace Analytical Services, Inc.**

8 East Tower Circle  
Ormond Beach, FL 32174  
386.672.5668  
fax 386.673.4001



**For more info see: UCMR 4**

**Pace Quote No.:** Lakewood CC SW UCMR 4 Quote 062918\_FY2019

**Date:** 6/29/18

**Organization:** City of Lakewood

**Shipping:** *UCMR 4 container sets and shipping to client by FedEx Ground included. Also included is sample shipment back to Pace by FedEx Standard Overnight.*

**Street:** 1699 MetroPark Drive

**City, State & Zip:** Lakewood, OH 44107

**Contact:** Nick DelVecchio

**Email:** [nicholas.delvecchio@lakewoodoh.net](mailto:nicholas.delvecchio@lakewoodoh.net)

**Phone:** (216) 529-1867

**Project Name:** **UCMR 4 for SW or GWUDI PWSs**

**EDD:** Data uploaded into EPA CDX SDWARS by Pace

**PWS ID:** OH1801003

**Sampling Dates:** **Jan 2019, Apr 2019, Jul 2019**  
**Jun- Sep 2019**

**AM3**

**Primary Lab:** Ormond Beach

**Reqd. Certification:** EPA

**Turnaround** EPA mandated requirement is 120 calendar days

**Time (TAT):** from sampling date. Pace TAT is typically <25 business days.

**Pace Contact:** Paul Jackson

813.731.1595

[Paul.Jackson@pacelabs.com](mailto:Paul.Jackson@pacelabs.com)

**UCMR 4 Sampling Information:**

PWSs that purchase 100% of their water are not required to collect source water samples for TOC or bromide analyses. Sampling for TOC and bromide must otherwise occur at source water influent locations representing untreated water entering the water treatment plant (i.e., a location prior to any treatment).

SW/GWUDI systems subject to the D/DBPR TOC monitoring must use their D/DBPR TOC source water sampling site(s) from 40 CFR 141.132 for TOC and bromide samples.

SW/GWUDI systems that are not subject to D/DBPR TOC monitoring will use their Long Term 2 Enhance Surface Water Treatment Rule (LT2) source water sampling site(s) (40 CFR 141.703) for TOC and bromide samples.

Groundwater systems that are subject to the D/DBPRs will take TOC and bromide samples at their influents entering their treatment train.

TOC and bromide must be collected at the same time as HAA samples. These indicator samples must be collected at a single source water influent using methods already approved for compliance monitoring.

EPA estimates that 2% of all Entry Point samples taken will be analyzed for Microcystins by EPA 544. That sample is analyzed only if the Total Microcystins by EPA 546 test is  $\geq 0.3$  ug/L.

**Pace Analytical Services, Inc.**

8 East Tower Circle

Ormond Beach, FL 32174

386.672.5668

fax 386.673.4001



Total Qty.	Matrix	Test Description	Method	Unit Price	Total
<b>Laboratory Testing:</b>					
Number of Entry Points to The Distribution System (EPTDS) to be sampled for <b>AM3</b> (2/month for 4 consecutive months, March-November):					1
Number of sampling events:					8
8	Drinking Water	Total Microcystins	546	\$139.00	\$1112.00
8	Drinking Water	Microcystin Congeners (analyzed only if Total Microcystins 546 of EPTDS sample is $\geq 0.3$ ug/L - EPA estimates that only 2% of all samples will require this test method)	544	\$55.00	\$0.00
8	Drinking Water	Anatoxin-a & Cyllindrospermopsin	545	\$249.00	\$1992.00
Number of Entry Points to The Distribution System (EPTDS) to be sampled for <b>AM1</b> (4/12 month period on a quarterly basis, January-December):					1
Number of sampling events:					3
3	Drinking Water	Metals: Germanium & Manganese	200.8	\$49.00	\$147.00
3	Drinking Water	Pesticides and Pesticide Byproducts	525.3	\$189.00	\$567.00
3	Drinking Water	Alcohols	541	\$129.00	\$387.00
3	Drinking Water	Semivolatile Organics	530	\$169.00	\$507.00
Number of Stage 2 Disinfectants and Disinfection Byproducts Rule Sampling Locations (D/DBPR) to be sampled for <b>AM2</b> (4/12 month period on a quarterly basis, January-December):					8
Number of sampling events:					3
24	Drinking Water	Haloacetic Acids - HAA5, HAA6 & HAA9 compounds	552.3	\$179.00	\$4296.00
<b>Container set provided on a rush basis, as required:</b>					
0		Rush Container Set Handling, cost of FedEx Overnight Shipping will be added to cost		\$75.00	\$0.00
Total, analysis of all samples for the monitoring period - does not include line item for Microcystin Congeners EPA 544 - see above line item description (does not include any EPA required resampling caused by shipping issues or client-taken samples received out-of-temperature):					\$9008.00
Additional cost if Microcystin Congeners EPA 544 is required for all samples (analyzed only if Total Microcystins 546 of EPTDS sample is $\geq 0.3$ ug/L - EPA estimates that only 2% of all samples will require this test method):					\$440.00

**Pace Analytical Services, Inc.**

8 East Tower Circle  
Ormond Beach, FL 32174  
386.672.5668  
fax 386.673.4001



***Notes:***

***Pace is certified for drinking water analysis in the following states, and is U.S. EPA approved for all UCMR 4 test methods in all states:***

***AL, AZ, CO, CT, FL, GA, HI, IL, IN, KS, KY, LA, ME, MA, MI, MS, MO,  
MT, NV, NH, NJ, NY, NC, PA, TN, TX, VA, WA, WV, WI, WY,  
Puerto Rico, U.S. Virgin Islands, and Guam.***

If you have specific questions about any conditions noted below please contact your Pace Analytical Representative.

- Proposal expires 60 days from created date above, unless accepted, signed and returned.
- Quoted prices include standard Pace Analytical QA/QC, reporting limits, compound lists and standard report format unless noted otherwise.
- If project specific MS/MSD samples are submitted, they may be billable.
- TAT (Turn-around Time) is in working/business days unless otherwise specified above.
- To ensure requested TAT is available, please coordinate with your Pace Analytical Project Manager at time of sample submittal.
- Any deviation from the above quoted scope of work, including sample arrival date and volume, may result in adjustment of prices.
- Please include Quote Number on Chain-of-Custody to ensure proper billing.
- Pricing includes FedEx Ground delivery of bottle/sample kits and coolers.
- Charges will apply for non-standard shipping and for projects where shipping exceeds 10% of the total analytical costs of the shipment.
- Sample containers can't be reused by the lab once they have been distributed to a client. Pace reserves the right to charge for returned unused containers.
- Disposal fees apply to all samples placed on hold and not analyzed.
- Samples are retained by Pace for 30 days after sample receipt.

***We appreciate the opportunity to be of service to you.  
Please call Paul Jackson at 813-731-1595 for questions concerning this quote.***

## **Pace Analytical Services, Inc.**

8 East Tower Circle  
Ormond Beach, FL 32174  
386.672.5668  
fax 386.673.4001



### **Pace Analytical Services, Inc. - TERMS & CONDITIONS**

1. Controlling Provisions - These Standard Terms and Conditions ("Terms") govern the agreed-upon services (the "Project") that Pace Analytical ("Pace") will perform on behalf of \_\_\_\_\_ ("Client") (collectively, the Parties) and superseded any other written provisions (including purchase/work orders) related to the Project, as well as prior discussions, courses of dealing, or performance.

2. Warranty - Pace hereby warrants that it will: 1) conduct all tests and observations using the protocols and laboratory procedures as specified in accepted task orders, scopes of work, proposals, or written instructions ("Contract Paperwork"); and 2) uphold the reasonable scientific and engineering standards in effect in the industry at the time the service/s is/are performed. If Client subsequently, including pursuant to an executed amendment, direct different procedures and/or protocols, which may or may not involve the use of any third-party laboratory or contractor, Pace cannot warrant the results and Client shall hold Pace harmless from all claims, damages, and expenses arising from Client's direction. *PRJ* *shall not be liable for* *yes*

3. Data - Pace will provide Client with data as specified in the Contract Paperwork. Following final report issuance, Pace will retain back-up data for up to three (3) years and final reports for up to five (5) years. Pending Client's payment in full for Pace's contracted services, Pace may retain any Client data not already released.

4. Intellectual Property/Ownership - Pace shall retain sole ownership of any new method, procedure, or equipment it develops or discovers while performing services pursuant to the Contract Paperwork.

5. Non-competition - Client shall not solicit or recruit Pace personnel for at least 12 months following the termination of the Project governed by these Terms.

6. Sample Delivery, Acceptance, and Containers - Client shall provide Pace with at least 10 business days' prior written notice of the delivery of any sample(s). Within 72 hours following Client's notice, Pace shall issue a written rejection of the sample(s) or its acceptance may be presumed. Notwithstanding the foregoing, Client shall remain liable for any loss or damage to the sample(s) until Pace evidences its acceptance on the chain of custody documents. Pace reserves the right to charge for any sample container(s) that are: a) provided to, but not used, by Client; or b) received by Pace, but not analyzed at Client's request.

7. Sample Storage and Disposal - Pace shall dispose of any non-hazardous sample(s) within 30 days following the issuance of Client's final report. In addition, Pace may return, and Client must accept, any/all highly hazardous, acutely toxic, or radioactive sample(s), sample containers, and residues, as well as any/all sample(s) for which no approved method of disposal exists.

8. Non-Assignment - Neither party may assign or transfer any rights or obligations existing under these Terms without prior written notice to the other party, except that Pace may, without notice to its Client: a) transfer the Project to another Pace laboratory; or 2) subcontract the Project to a third-party laboratory.

9. Time of Completion; Force Majeure - Pace shall use its best efforts to accomplish the Project within any specified time limitations. Pace shall not be held responsible for any non-performance or delay caused by Client, Client's employee, agents, or contractors, or factors or events beyond Pace's control, such as government shutdowns, natural disasters, labor strikes or acts of God.

#### 10. Compensation -

a) The pricing offered to Client by Pace is predicated upon Client's acceptance of these Terms. In most cases, the pricing includes all sample containers and preservatives as prescribed by the analytical method requested for each determination. Credit worthiness will be determined based upon an assessment of Client's payment history, credit reports, financial stability, and/or other factors. If Pace is serving as a subcontractor for Client, Pace may seek and receive information about the Prime Client prior to granting credit. If credit is not granted, Client must pay Pace prior to initiation of the Project.

b) Client agrees to pay for services as documented by Pace and accepted by Client. Payment terms for uncontested invoice items are net 30 days. Client must notify Pace in writing within 15 days of its receipt of the invoice in order to suspend its payment and interest obligations for any disputed invoice items pending resolution. Beginning 30 days after the invoice date, Pace may charge interest on all unpaid and undisputed balances at the rate of 1.5% per month, not to exceed the maximum rate allowed by law. Client may ask Pace to invoice a third party, although Client shall remain ultimately responsible for the payment of any outstanding balance.

c) Client's failure to pay within 60 days of Pace's dated invoice shall constitute a material breach of these Terms, for which Pace may terminate all of its duties hereunder without liability. If Pace must subsequently take action to collect payment, Client shall pay all associated costs thereof, including attorneys' fees. Any significant changes to the scope of work following the submittal of a price quotation or the delivery of samples to the laboratory are subject to a renegotiation of prices and/or terms relating to the original scope of work. Qualifying changes may include, but are not limited to: QA/QC requirements and procedures; detection limits; samples received and stored, but not analyzed; a decrease in quantity of samples delivered compared to quantity quoted; and reporting and other deliverable format requirements. Pace shall not be required to comply with such changes unless Pace agrees to them in writing.

11. Risk Allocation and Damages - Client accepts that the Project may involve inherent risks and that Pace cannot always guarantee satisfactory results.

Notwithstanding the foregoing, if a court of competent jurisdiction finds that Pace failed to meet applicable standards and if Client suffers damages as a result, Pace's aggregate liability for its negligence or unintentional breach of contract shall not exceed the total fee paid for its services.

This limitation shall not apply to losses arising from Pace's negligence or willful misconduct, so long as:

- a) Client notifies Pace within: 30 days from the date of discovery of Pace's claimed negligence or misconduct; or two years from the date of the Client's claimed losses; and
- b) Pace is allowed to investigate and, insofar as possible, mitigate Client's claimed losses.

Neither Pace nor Client shall be liable to the other for special, incidental, consequential, or punitive losses, except as allowed in Section 12. Client Responsibilities below.

**Pace Analytical Services, Inc.**

8 East Tower Circle

Ormond Beach, FL 32174

386.672.5668

fax 386.673.4001



**Pace Analytical Services, Inc. - TERMS & CONDITIONS - Continued**

**12. Client Responsibilities - Client shall:**

- a) Provide Pace with full and complete information about all known or reasonably knowable factors that could affect Pace's ability to perform its obligations, and promptly notify Pace if it discovers same following Project Initiation;
  - b) Enable access by Pace personnel and/or subcontractor to any site where Pace is to perform work, and to all Client personnel who are critical to the success of the Project;
  - c) Obtain, on behalf of Pace, any authority or permission required by any third party;
  - d) Provide Pace with at least 10 business day's notice of any known or reasonably knowable delay regarding the start-up, progress, or completion to the Project; and
  - e) Pay for Pace's reasonable costs to perform any out-of-scope services, such as compliance audits, responding to subpoenas, etc.
- If Client defaults on any of these responsibilities and Pace incurs labor and/or material costs as a result, Client shall reimburse Pace for its actual expenses, as well as any lost profits directly attributable to Client's default.

**13. Indemnification** - Pace shall indemnify and hold Client harmless from and against any demands, losses, damages, and expenses caused by Pace's negligence or willful misconduct, as well as by the negligence and willful misconduct by persons for whom Pace is legally responsible. ~~Client shall likewise indemnify and hold Pace harmless from and against the demands, losses, damages, and expenses caused by Client's negligence or willful misconduct, including Client's use of Pace's name and/or registered mark for anything other than the specific purpose for which it was intended. In addition, Client shall fully indemnify Pace from and against any and all claims by a third party, as well as for all related losses, costs, fees, damages, liabilities or expenses arising out of or relating to Client's breach of these Terms or its violation of applicable laws.~~ *Handwritten: JLS, shall not be liable for any*

**14. Insurance** - Pace carries liability insurance with limits as follows:

General Liability - \$1,000,000 each occurrence; \$2,000,000 general aggregate;  
Personal and Advertising Injury - \$1,000,000;  
Automobile Liability - \$1,000,000 combined single limit;  
Excess Liability Umbrella - \$5,000,000 aggregate; \$5,000,000 each occurrence;  
Worker's Compensation Insurance - statutory limits; and  
Professional Liability - \$5,000,000 aggregate, \$5,000,000 per claim  
Pace will, at Client's request, submit certificates of insurance showing limits of coverage.

**15. Amendments/Change Orders** - Any attempt to modify, vary, supplement, or clarify any provision of these Terms is of no effect unless reduced to writing and signed by both Parties. Any such changes may increase the amount due Pace and affect Pace's obligations towards Client (see Section 2. Warranty).

**16. Confidentiality** - Each party agrees that if, during the performance of the Project, it becomes aware of any confidential or proprietary information of the other, it will not disclose such information except to those employees, subcontractors, or agents who have expressly agreed to maintain confidentiality.

**17. Miscellaneous Provisions -**

- a) These Terms supersede all prior negotiations and agreements, written or oral, between Pace and Client with respect to this matter; in no event will other terms - excepting those contained in any individual task order(s) relating to this matter - be considered part of these Terms.
- b) In the absence of an executed agreement between the Parties, the delivery of any sample(s) to a Pace laboratory will constitute acceptance of these Terms by Client.
- c) These Terms shall be construed and interpreted in accordance with the laws of the State of Minnesota without giving effect to the principles of conflicts of law thereof.
- d) Client may publicly identify Pace's role as its testing laboratory so long as it immediately retracts or eliminates all such references upon termination of these Terms or Pace's written request.
- e) For purposes of these Terms, the Parties may use and rely upon electronic signatures and documents for the execution and delivery of these Terms and any amendments, notices, records, disclosures, or other documents of any type sent or received in accordance with these Terms.
- f) Pace is an independent contractor; no employer/employee relationship shall arise as a result of the Project.
- g) These Terms shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.

**Additional Pricing Considerations:**

I have read and understand these terms and conditions:

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved As To Legal Form:**

*[Handwritten Signature]*  
**Director of Law, City of Lakewood**

**PWS: OH1801003 / City of Lakewood**

Fac ID	Fac Name	Fac Type	Water Type	SP ID	SP Name	SP Type	Monitoring	SE1	SE2	SE3	SE4	SE5	SE6	SE7	SE8
00001	City of Cleveland connection	CC	SW	EP001	South Marginal	EP	AM1	Oct 2018	Jan 2019	Apr 2019	Jul 2019	Aug 2019, wk 2	Aug 2019, wk 4	Sep 2019, wk 2	Sep 2019, wk 4
00001	City of Cleveland connection	CC	SW	EP001	South Marginal	EP	AM3	Jun 2019, wk 2	Jun 2019, wk 4	Jul 2019, wk 2	Jul 2019, wk 4	Aug 2019, wk 2	Aug 2019, wk 4	Sep 2019, wk 2	Sep 2019, wk 4
00002	Distribution System	DS	SW	DS201	830 Beach Rd.	DS	AM2	Oct 2018	Jan 2019	Apr 2019	Jul 2019				
00002	Distribution System	DS	SW	DS202	1699 Metropark Dr.	DS	AM2	Oct 2018	Jan 2019	Apr 2019	Jul 2019				
00002	Distribution System	DS	SW	DS203	12920 Berea Rd.	DS	AM2	Oct 2018	Jan 2019	Apr 2019	Jul 2019				
00002	Distribution System	DS	SW	DS204	14612 Armin Ave	DS	AM2	Oct 2018	Jan 2019	Apr 2019	Jul 2019				
00002	Distribution System	DS	SW	DS205	Winton @ Cordova	DS	AM2	Oct 2018	Jan 2019	Apr 2019	Jul 2019				
00002	Distribution System	DS	SW	DS206	18124 Detroit Ave	DS	AM2	Oct 2018	Jan 2019	Apr 2019	Jul 2019				

Fac ID	Fac Name	Fac Type	Water Type	SP ID	SP Name	SP Type	Monitoring	SE1	SE2	SE3	SE4	SE5	SE6	SE7	SE8
00002	Distribution System	DS	SW	DS207	Ramona @ RR tracks	DS	AM2	Oct 2018	Jan 2019	Apr 2019	Jul 2019				
00002	Distribution System	DS	SW	DS208	14100 Franklin Blvd	DS	AM2	Oct 2018	Jan 2019	Apr 2019	Jul 2019				

Jan 10, 2019 1:29:53 PM EST

File Edit Commands Help

Portals

Navigation

501-3062-431.30-11

Account miscellane

Budget miscellane

Encumbrances

Pre-encumbrances

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Print

Cancel

Exit

Previous acc...

Next account

2018

2020

Account activi...

Pending trans...

Images

Account information

Professional Services / Lab Analysis Fees

Fiscal year: 2019 Dr

Budget: 32,000.00

Committed: .00

Balance: 32,000.00

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 January	.00	.00
Q 02 February	.00	.00
Q 03 March	.00	.00
Q 04 April	.00	.00
Q 05 May	.00	.00

Payment Information

Vendor	(* indicates pending)	Total
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Encumbrances

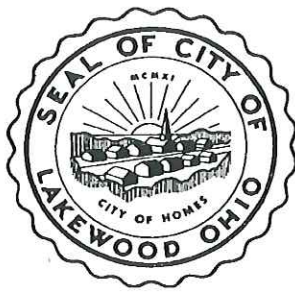
PO #	Vendor	Balance
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Pre Encumbrances

Type	Req/PO	Project	Balance
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Segment/Balance Details

Fund	501	Water Fund	Original Budget	32,000.00
Department	30	Public Works	Revised Budget	.00
Division	62	Water Distribution	Current expenditures	.00
Activity basic	43	Streets and Highways	YTD expenditures	.00
Sub activity	1	Public Works Enterprise	Unposted expenditures	.00



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-008

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Renew Contract – Asphalt Materials & Services**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, Division of Streets, and the attached letter of recommendation, I am submitting for your consideration this request to renew a requirement contract with Stoneco, Inc., dba Allied Corporation, a Division of Shelly Materials, Inc. in an amount not to exceed \$50,000 to provide Asphalt Materials to the City. This is the first of two (2) additional one-year renewal options; contract effective January 1, 2019 through December 31, 2019.

Stoneco, Inc. dba Allied Corp. submitted the best responsive and responsible bid for Asphalt Materials as outlined in Bid No. 17-024.

Contracting Authority:	Ordinance 50-18 \$50,000
Contracting Balance:	\$50,000 / \$0
Funding:	SCMR Fund
Account Distribution:	211-3030-435-46-07 \$50,000
Account Balance:	\$50,000 / \$0
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Street Maintenance & Supplies
Commodity Code:	745-014
Bid Reference:	Bid No. 17-024

Kim Smith  
Purchasing Manager

	Approved	Disapproved	Date
<b>Joseph J. Beno PE, Director of Public Works</b>	_____	_____	_____
<b>Kevin M. Butler, Director of Law</b>	_____	_____	_____
<b>Jennifer Pae, Director of Finance</b>	_____	_____	_____
<b>Michael P. Summers, Mayor</b>	_____	_____	_____



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# MEMORANDUM

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**DATE:** November 27, 2018  
**TO:** Kim Smith, Purchasing  
**FROM:** Chris Perry – Division Manager, Streets and Forestry  
**RE:** **RENEWAL Allied Corporation Asphalt Contract – Bid # 17-024**  
**CC:** Joe Beno, Director, Department of Public Works

This is a letter of recommendation to award the first one-year renewal option of the contract bid to Allied Corporation – Bid # 17-024 – to provide asphalt materials as set forth in the bid form items and costs; not to exceed \$50,000. Funds are available in the account # 211-3030-435-46-07.

The asphalt material is used for utility repairs and other improvement/infrastructure projects throughout the city.

Respectfully,

Chris Perry  
Streets and Forestry Division Manager, Arborist  
City of Lakewood

BID FOR: **ASPHALT MATERIALS and SERVICES**

BID NUMBER: **17-024**

**1<sup>st</sup> of (2) Additional One-Year Renewal Options;**  
**Contract effective Jan 1, 2019 through December 31, 2019**

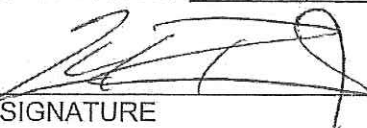
NAME OF BIDDING FIRM: Stoneco, Inc., dba Allied Corporation

ADDRESS: 8902 Canyon Falls Blvd., Suite 120

Twinsburg, OH 44087  
CITY STATE ZIP

PHONE NUMBER: 330-425-7861 FAX NUMBER: 330-425-3270

EMAIL ADDRESS: rpalladino@shellyco.com

BY:  34-1115058  
SIGNATURE TAX ID NO.

NAME: Chad Reel  
PRINTED

TITLE: Vice-President

THE PRICE QUOTED SHALL BE COMPLETED WITH ALL LABOR, INSURANCE, MATERIALS, TRANSPORTATION, PERMITS, ETC. INCLUDED. NO ADDITIONAL FEES, CHARGES, OR EXPENSES MAY BE ADDED TO THE PRICE QUOTED.

**BASE BID: PURCHASE OF ASPHALT MATERIALS**

		<u>PRICE PER TON</u>
Item 301 – Asphalt Concrete Base	\$ <u>55.00</u>	<div>Winter Mix (Hot Mix Asphalt)  \$145.00/ton  Available 2-1-19 thru 4-1-19 650 Harrison St. Cleveland, OH 44113</div>
Item 448 – Asphalt Concrete Intermediate Course, Type 1	\$ <u>67.00</u>	
Item 448 – Asphalt Concrete Surface Course, Type 1	\$ <u>67.00</u>	
Plant location City to pick up materials: <div>Plant 76 2214 W. 3rd St., Cleveland, OH 44113 Plant 77 4900 W. 150th St., Cleveland, OH 44135</div>		

Successful bidder shall provide site to dispose of asphalt materials for recycling at no charge to City. Amount disposed of for recycling shall be a one-to-one match to materials purchased by City.

Advise Disposal Site: \_\_\_\_\_  
(if different from above)

Jan 10, 2019 1:35:42 PM EST

File Edit Commands Help

Portals RION

Navigation

211-3030-435.46-07

Account miscellane

Budget miscellane

Encumbrances

Pre-encumbrances

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Print

Cancel

Exit

Previous acc...

Next account

2018

2020

Account activi...

Pending trans...

Images

Account information

Repair Parts & Supplies / Street, Asphalt, Slag

Fiscal year: 2019

Budget: 50,000.00

Committed: 39,400.00

Balance: 10,600.00

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 January	.00	.00
Q 02 February	.00	.00
Q 03 March	.00	.00
Q 04 April	.00	.00
Q 05 May	.00	.00

Payment information

Vendor	(* indicates pending)	Total
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Encumbrances

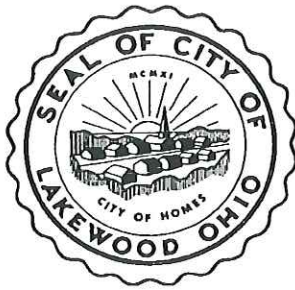
PO #	Vendor	Balance
Q 090169	UNIQUE PAVING MATERIA	7,400.00
Q 090170	UNIQUE PAVING MATERIA	2,000.00
Q 090171	ALLIED CORPORATION, I	30,000.00

Pre Encumbrances

Type	Req/PO	Project	Balance
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Segment/Balance Details

Fund	211	SCMR Fund	Original Budget	50,000.00
Department	30	Public Works	Revised Budget	.00
Division	30	Street Maint. & Repair	Current expenditures	.00
Activity basic	43	Streets and Highways	YTD expenditures	.00
Sub activity	5	Streets and Highways	Unposted expenditures	.00



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-009

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Award Contract – Hazardous Tree Removal Project**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works; Division of Streets/Forestry, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract with Woodland Tree Service, Inc. in an amount not to exceed \$80,000 to perform Hazardous Tree Removal services within the city limits as outlined in Bid No. 18-022.

Woodland Tree Service, Inc. submitted the lowest and best responsive and responsible bid for this program.

Contracting Authority:	Ordinance 50-18 \$250,000
Contracting Balance:	\$250,000 / \$170,000
Funding:	General Fund
Account Distribution:	101-3032-464-39-10 \$80,000
Account Balance:	\$80,000 / \$0
Contract Approved by Law:	Yes ____ / NO ____ / PO ____ / c/c ____
Object Code:	Reforestation
Commodity Code:	968-088
Bid Reference:	Bid No. 18-022

Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
<b>Joseph J. Beno PE, Director of Public Works</b>	_____	_____	_____
<b>Kevin M. Butler, Director of Law</b>	_____	_____	_____
<b>Jenn Pae Director of Finance</b>	_____	_____	_____
<b>Michael P. Summers, Mayor</b>	_____	_____	_____



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# MEMORANDUM

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**DATE:** January 6, 2019  
**TO:** Kim Smith, Purchasing  
**FROM:** Chris Perry - Project Manager/Arborist  
**RE:** **Bid No. 18-022, Hazardous Tree Removal Project**  
**CC:** Joe Beno, Director, Department of Public Works

This is a letter of recommendation to award bid No. 18-022, Hazardous Tree Removal Project contract to Woodland Tree Service.

Woodland Tree Service has performed very well for the City of Lakewood as they have been awarded the past three (2016 thru 2018) Hazard Tree Removal contracts. They have also fulfilled large tree removal contracts with other northeast Ohio municipalities, including Shaker Hts, University Circle and the City of Cleveland.

Woodland Tree Service meets the responsive bidder and responsible bidder evaluation criteria and their bid amount was the most cost-effective.

This project/contract will remove 35 hazardous trees, 17 along Clifton Blvd. and 18 others at various locations throughout the city which we have identified to be at risk of total failure due to age, wood decay fungi, root decay fungi, noticeable external decay, prior storm damage, large numbers of carpenter ants, signs of internal decay and poor branch attachments along with other structural defects.

We identify and keep an inventory of potential hazard trees and assess and rank them accordingly for strategic removals each year to strike the proper balance of a safe, growing and much more diverse urban tree canopy citywide.

Woodland Tree Service has submitted a bid to remove these hazardous trees at a cost of \$2,100 per tree for a total project cost of \$73,500.00 to remove all 35 trees referenced in the contract. Funds will come from Forestry Contractual Services Account #101-3032-464-84-39.10.

Respectfully,

Chris Perry  
Division Manager, Arborist

## 2019 Hazardous Tree Removal Project (#6043984)

Owner: City of Lakewood

**Bid No. 18-022**

12/28/2018 02:00 PM EST

			woodland tree service		VanCuren Services, Inc.	
Line Item	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
				\$73,500.00		\$104,125.00
1	Ea	35	\$2,100.00	\$73,500.00	\$2,975.00	\$104,125.00
				\$73,500.00		\$104,125.00

## NON-COLLUSION AFFIDAVIT

State of OHIO, County of CUYAHOGA,

JASON A ZIVKOVICH (the "Affiant"), being first duly sworn

according to law states:

1. Individual Only: That the Affiant is an individual doing business under the name  
of \_\_\_\_\_

in the City of \_\_\_\_\_, State of \_\_\_\_\_;

Partnership Only: That the Affiant is the duly authorized representative of a  
partnership doing business under the name of \_\_\_\_\_

in the City of \_\_\_\_\_, State of \_\_\_\_\_;

Corporation Only: That the Affiant is the duly authorized, qualified and acting

PRESIDENT, of WOODLAND TREE SERVICE

a corporation organized and existing under the laws of the State of OHIO;  
and, that the Affiant of the partnership or corporation referred to above, as applicable, is  
filing herewith a bid to the City of Lakewood in conformity with the Contract Documents;

2. Corporation Only: Affiant further states that the following is a complete accurate  
list of the officers, directors and attorneys of the corporation:

President

JASON A ZIVKOVICH

Vice President

TODD HERR

Secretary

MARK ZIVKOVICH

Treasurer

\_\_\_\_\_

Attorneys

\_\_\_\_\_

Directors

\_\_\_\_\_

and, that the following officers are duly authorized to execute contracts on behalf of the  
corporation: \_\_\_\_\_

NOTE "D"

- a. Each Bidder shall acknowledge and download all Addenda issued prior to the openings of bids through QuestCDN.com. Failure to download all such Addenda may result in rejection of the bid.
- b. Each Bidder is cautioned to bid on the "Standards" specified and to enter on the "Substitution Sheet" all material, which the Bidder wishes to have considered for possible substitution.

The Bidder shall supplement its bid by supplying the following information for use in the preparation of the contract.

BIDDER COMPANY NAME: WOODLAND TREE SERV INC  
NAME OF PRESIDENT: JASON A ZIVKOVICH  
ADDRESS: 1715 WARRENSVILLE RD SOUTH ELLICOTT OH 44121  
FEDERAL TAX IDENTIFICATION NO.: 65-129-7035  
CONTRACTOR'S LICENSE NO.: N/A  
TELEPHONE NO.: 216-297-1593; FAX NO.: 216-291-2521  
MAILING ADDRESS: SAME AS ABOVE  
  
CONTACT PERSON FOR CONTRACT PROCESSING: MARK ZIVKOVICH  
E-MAIL ADDRESS: MZIVKOV@GMAIL.COM

EXECUTION OF BID

**Bidder's signature below certifies bid submission through QuestCDN.com website.**

NOTE: Failure to sign Bid Form may result in rejection of bid.

Signature



Name & Title

JASON A ZIVKOVICH PRESIDENT

Date

12-20-18

Jan 10, 2019 1:40:48 PM EST

File Edit Commands Help

101-3032-464.39-10

Account miscellane

Budget miscellane

Encumbrances

Pre-encumbrances

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Print

Cancel

Exit

Previous acc...

Next account

2018

2020

Account activi...

Pending trans...

Images

Account information

Contractual Services / Other

Fiscal year: 2019

Budget: 80,000.00

Committed: 200.00-

Balance: 80,200.00

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 January	200.00-	200.00
Q 02 February	.00	200.00
Q 03 March	.00	200.00
Q 04 April	.00	200.00
Q 05 May	.00	200.00

Payment information

Vendor	(* indicates pending)	Total
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Encumbrances

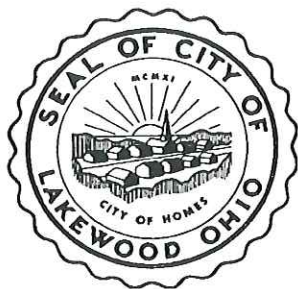
PO #	Vendor	Balance
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Pre Encumbrances

Type	Req/PO	Project	Balance
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Segment/Balance Details

Fund	101	General Fund	Original Budget	80,000.00
Department	30	Public Works	Revised Budget	.00
Division	32	Forestry	Current expenditures	200.00-
Activity basic	46	Community Environment	YTD expenditures	.00
Sub activity	4	Community Environment	Unposted expenditures	.00



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-010

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107


**Subject: Award Contract – 2019 City Reforestation Program**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works; Division of Streets/Forestry, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract with Greenleaf Group, Inc. in an amount not to exceed \$120,000 to provide trees and installation services for the 2019 City Reforestation Program, including Private Property Plantings as outlined in Bid No. 18-023.

Greenleaf Group, Inc. submitted the sole bid for this program.

Contracting Authority:	Ordinance 50-18 \$250,000
Contracting Balance:	\$170,000 / \$50,000
Funding:	General Fund
Account Distribution:	101-3032-464-84-25 \$120,000
Account Balance:	\$120,000 / \$0
Contract Approved by Law:	Yes ____ / No ____ / PO ____ / c/c ____
Object Code:	Reforestation
Commodity Code:	595-075
Bid Reference:	Bid No. 18-023

  
Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jenn Pae Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____



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# MEMORANDUM

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**DATE:** January 6, 2019  
**TO:** Kim Smith, Purchasing  
**FROM:** Chris Perry – Division Manager/Arborist  
**RE:** **2018 Reforestation Program, Bid No. 18-023**  
**CC:** Joe Beno, Director, Department of Public Works

This is a letter of recommendation to award the 2019 Reforestation Program, Bid No. 18-023, to Greenleaf Group Inc. This contract is for both the spring and fall planting seasons.

Greenleaf Group Inc. (Greenleaf) has performed very well for the City of Lakewood for the past four for the 2015 thru 2018 Reforestation contracts.

Greenleaf was also the low bid at \$295 per tree – an increase of \$12 per tree from last year. Greenleaf has adhered to all our planting specs the past four years. All trees planted were a minimum 2" caliper and all planted correctly. They cleanup very well and they are great with the residents when approached.

Greenleaf will also work with Lakewood residents who may desire a tree to be planted on private property for the same cost per tree of \$295 that the city will pay for spring and fall season plantings. Greenleaf planted 23 trees on private property last year.

Greenleaf meets the responsive bidder and responsible bidder evaluation criteria and their bid amount was the most cost-effective.

Greenleaf will plant a total of 406 trees, at \$295 for each tree, for a total of \$119,770. The funds will come from the City Reforestation Fund Account # 101-3032-464-84-25.

Respectfully,

Chris Perry  
Division Manager/Arborist

**2019 Reforestation Program including Private Property Planting (#6043995)**

**Owner: City of Lakewood**

**Bid No. 18-023**

**12/28/2018 02:00 PM EST**

The Greenleaf Group, Inc.					
Line Item	Item Code	UofM	Quantity	Unit Price	Extension
					\$118,000.00
1	2.A	Ea	400	\$295.00	\$118,000.00
					\$118,000.00

## NON-COLLUSION AFFIDAVIT

State of OHIO, County of MEDINA,

BRETT LANGE (the "Affiant"), being first duly sworn

according to law states:

1. Individual Only: That the Affiant is an individual doing business under the name  
of \_\_\_\_\_

in the City of \_\_\_\_\_, State of \_\_\_\_\_;

Partnership Only: That the Affiant is the duly authorized representative of a  
partnership doing business under the name of \_\_\_\_\_

in the City of \_\_\_\_\_, State of \_\_\_\_\_;

Corporation Only: That the Affiant is the duly authorized, qualified and acting

PRESIDENT, of THE GREENLEAF GROUP, INC.

a corporation organized and existing under the laws of the State of OHIO;  
and, that the Affiant of the partnership or corporation referred to above, as applicable, is  
filing herewith a bid to the City of Lakewood in conformity with the Contract Documents;

2. Corporation Only: Affiant further states that the following is a complete accurate  
list of the officers, directors and attorneys of the corporation:

President BRETT LANGE

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Attorneys \_\_\_\_\_

Directors \_\_\_\_\_

and, that the following officers are duly authorized to execute contracts on behalf of the  
corporation: THE GREENLEAF GROUP, INC.

NOTE "D"

- a. Each Bidder shall acknowledge and download all Addenda issued prior to the openings of bids through QuestCDN.com. Failure to download all such Addenda may result in rejection of the bid.
- b. Each Bidder is cautioned to bid on the "Standards" specified and to enter on the "Substitution Sheet" all material, which the Bidder wishes to have considered for possible substitution.

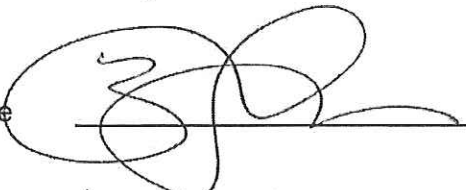
The Bidder shall supplement its bid by supplying the following information for use in the preparation of the contract.

BIDDER COMPANY NAME: THE GREENLEAF GROUP, INC.  
NAME OF PRESIDENT: BRETT LANGE  
ADDRESS: 610 COLUMBIA RD VALLEY CITY, OH 44280  
FEDERAL TAX IDENTIFICATION NO.: 34-1946629  
CONTRACTOR'S LICENSE NO.: N/A  
TELEPHONE NO.: 3441.6326 ; FAX NO.: N/A  
MAILING ADDRESS: 610 COLUMBIA RD.  
VALLEY CITY, OHIO 44280  
CONTACT PERSON FOR CONTRACT PROCESSING: BRETT LANGE  
E-MAIL ADDRESS: greenleafgroup@hotmail.com

EXECUTION OF BID

**Bidder's signature below certifies bid submission through QuestCDN.com website.**

NOTE: Failure to sign Bid Form may result in rejection of bid.

Signature 

Name & Title BRETT LANGE, PRESIDENT.

Date 12/27/10

Jan 10, 2019 1:42:26 PM EST

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101-3032-464.84-25

Account miscellane

Budget miscellane

Encumbrances

Pre-encumbrances

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Account information

Q Imps other than Bldgs / Reforestation

Fiscal year: 2019 Dr

Budget: 120,000.00

Committed: .00

Q Balance: 120,000.00

Project Data

Project Entry Optional

Q 100200 2010 Reforestat

Q 110200 2011 Reforestat

Q 120200 2012 Reforestat

Q 130200 2013 Reforestat

Q 140200 2014 Reforestat

Q 150200 2015 Reforestat

Q 160200 2016 Reforestat

Account Balance by Period

Period/Month Actuals Cumulative Totals

Q 01 January .00 .00

Q 02 February .00 .00

Q 03 March .00 .00

Q 04 April .00 .00

Q 05 May .00 .00

Payment information

Vendor (\* indicates pending) Total

Encumbrances

P0 # Vendor Balance

Pre Encumbrances

Type Req/P0 Project Balance

Segment/Balance Details

Fund 101 General Fund

Department 30 Public Works

Division 32 Forestry

Activity basic 46 Community Environment

Sub activity 4 Community Environment

Original Budget 120,000.00

Revised Budget .00

Current expenditures .00

YTD expenditures .00

Unposted expenditures .00

Print

Cancel

Exit

Previous acc...

Next account

2018

2020

Account activi...

Pending trans...

Images



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-011

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Award Contract – Purchase of Stump Grinder – Division of Streets/Forestry**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works; Division of Streets/Forestry, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract to Krystowski Tractor Sales, Inc. in the amount of \$17,118 for the Purchase of a Bandit Model ZT 1844 Track Stump Grinder with 38HP Gasoline Engine for use by Division of Streets/Forestry.

Stump Grinder will be purchased through Sourcewell (formerly NJPA) Contract No. 062117 as authorized by Lakewood Codified Ordinances §111.04, allowing the City to purchase from agencies without the necessity of bidding.

Contracting Authority:	Ordinance 59-18 \$4,600,000
Contracting Balance:	\$4,600,000 / \$4,582,882
Funding:	General Fund
Account Distribution:	101-3032-464-86-12 \$269,000
Account Balance:	\$269,000 / \$251,882
Contract Approved by Law:	Yes ____ / No ____ / PO ____ / c/c ____
Object Code:	Operating Equipment
Commodity Code:	020-090
Bid Reference:	Sourcewell

Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
<b>Joseph J. Beno PE, Director of Public Works</b>	_____	_____	_____
<b>Kevin M. Butler, Director of Law</b>	_____	_____	_____
<b>Jennifer Pae, Director of Finance</b>	_____	_____	_____
<b>Michael P. Summers, Mayor</b>	_____	_____	_____



---

# MEMORANDUM

---

**DATE:** January 6, 2019  
**TO:** Kim Smith, Purchasing  
**FROM:** Chris Perry - Project Manager/Arborist  
**RE:** **Bandit ZT 1844 Stump Grinder – NJPA Purchase**  
**CC:** Joe Beno, Director, Department of Public Works

Forestry Department has spending authority to purchase one (1) Bandit Model ZT 1844 Stump Grinder at \$18,000.00. The project number is to be determined. This equipment was quoted (attached) at \$17,118.00. Funds for this purchase will come from Forestry Capital Machinery and Equipment Account #101-3032-464-84-86.12

The Bandit Stump Grinder is on the National Joint Purchasing Alliance (NJPA) - Contract Number 062117 – BAN. Krystowski Tractor Sales Inc. is the local vendor for this equipment

**Final Quote** from vendor, Krystowski Tractor Sales Inc., 47117 State Route 18 West, Wellington, OH 44090.

Bandit Model ZT 1844 Stump Grinder - Quoted Price \$17,118.00. Anticipated life span is 15 years.

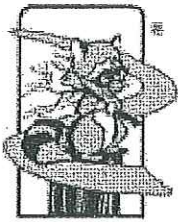
Delivery date is immediately available after order placed with vendor.

The nice feature about this machine is that it can be better utilized in tight spaces, on smaller tree lawns and up near sidewalks when necessary and the control console can be rotated and from swung from one side of the unit to the other to get the best visual on the grinding/cutter wheel as it get close to sidewalks and water/gas valves and its easier (less rutting) on tree lawns with its track system versus wheels. This unit also has more cutter wheel swing than our current equipment does. We already have a trailer we can use to haul the unit. This stump grinder would be a significant upgrade to replace the old smaller unit we now have that is 17 years old.

We used a demo unit of this new stump grinder and it will also grind out medium size stumps too. Our old smaller stump grinder is limited and can't grind out stumps over 12" – or it would take a long time to work at it from multiple angles. This new unit ground out a 16" stump very quickly with no problems.

Respectfully,

Chris Perry  
Division Manager, Arborist



# Bandit INDUSTRIES, INC.

Krystowski Tractor Sales Inc  
47117 State Route 18 West  
Wellington, OH 44090  
USA  
4406472015 (Phone)

QUOTATION				
Quote #	Quote Created	Last Updated	Salesperson	
85126	September 5, 2018 05:53 AM by Krystowski Tractor Sales Inc	September 5, 2018 05:55 AM by Krystowski Tractor Sales Inc	Larry	
CUSTOMER:		BILL TO:	SHIP TO:	
City Lakewood 12650 Detroit Ave Lakewood, 44107 us 2165296813 (Phone)		Krystowski Tractor 47117 State Route 18 West Wellington, OH 44090 USA 4406472015 (Phone) Larry@krystowskitractor.com	Krystowski Tractor Krystowski Tractor Wellington, OH 44090 USA 4406472015 (Phone) Larry@krystowskitractor.com	
MODEL ZT1844 TRACK STUMP GRINDER				
Qty	Part #	Description	Base Price	
1	MODEL-ZT1844	Model ZT1844 - Track Stump Grinder	\$ 14750.00	
STANDARD EQUIPMENT				
Qty	Part #	Description	Price	
1	STANDARD	18" diameter BELT driven Green wheel with 8 teeth	\$ 0.00	
1	STANDARD	SP-40 340 CCA battery	\$ 0.00	
1	STANDARD	Electric switch for cutterwheel engagement	\$ 0.00	
1	STANDARD	Rubber track undercarriage with travel speed of approximately 2.5 MPH	\$ 0.00	
1	STANDARD	12" cutter wheel depth, 22" cutter wheel height, and 44" cutter wheel swing	\$ 0.00	
1	STANDARD	Machine width = 29", height = 48", and length = 96" to the end of cutterwheel / 100" to the end of guard	\$ 0.00	
1	STANDARD	7 gallon steel fuel tank with sight gauge and lockable cap	\$ 0.00	
1	STANDARD	7 gallon steel hydraulic tank with sight gauge and lockable cap	\$ 0.00	
1	STANDARD	Operator swing out console, joystick controls for cutterhead, valve controls for drive	\$ 0.00	
PAINT				
Qty	Part #	Description	Unit Price	Total
1	333-32273	Standard Imron Industrial Urethane Bandit Yellow (For Whole Tree Chippers/Beast please specify Chipper Guard paint color or Bolt on parts color)	\$ 0.00	\$ 0.00
ENGINE				
Qty	Part #	Description	Unit Price	Total
1	990-RC1458-040	Kohler ECH980, 38 horsepower (EFI) gas engine (Includes 3 year / 2,000 hour engine warranty)	\$ 3575.00	\$ 3575.00
ADD-ON OPTIONS				
Hydraulic Options				
Qty	Part #	Description	Unit Price	Total
1	OPTION-208-5000-	Add hose guards to hydraulic hoses	\$ 275.00	\$ 275.00
CUSTOMER TOTALS				
Customer Total:			\$ 17118.00	



## Bandit Industries

### Industrial Wood Processing Equipment

#062117-BAN

Maturity Date: 08/18/2021

---

## Products & Services

Sourcewell contract 062117-BAN gives access to the following types of goods and services:

- Hand-fed chippers
- Stump grinders
- Skid steer attachments
- Whole tree chippers
- Track carriers with stump grinder or forestry mower attachments
- Beast recyclers

Jan 10, 2019 2:19:20 PM EST

File Edit Commands Help

Print Screen RION

101-3032-464.86-12

Account miscellaneous

Budget miscellaneous

Encumbrances

Pre-encumbrances

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Print

Cancel

Exit

Previous acc...

Next account

2018

2020

Account activi...

Pending trans...

Images

Budget alloca...

Account information

Q Machinery and Equipment / Operating Equipment

Fiscal year: 2019 Dr

Budget: 269,000.00

Committed: 17,500.00

Q Balance: 251,500.00

Project Data

Project Entry Optional

Q 133009 Brush Chipper .00

Q 133015 Chipper Body .00

Q 153010 1-Ton Dump Truc .00

Q 163008 Vermeer Chipper .00

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 January	.00	.00
Q 02 February	.00	.00
Q 03 March	.00	.00
Q 04 April	.00	.00
Q 05 May	.00	.00

Payment information

Vendor	(* indicates pending)	Total
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Encumbrances

PO #	Vendor	Balance
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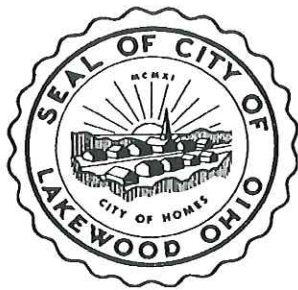
Pre Encumbrances

Type	Req/PO	Project	Balance
RQ	0000031140		17,500.00

Segment/Balance Details

Fund	101	General Fund	Original Budget	269,000.00
Department	30	Public Works	Revised Budget	.00
Division	32	Forestry	Current expenditures	.00
Activity basic	46	Community Environment	YTD expenditures	.00
Sub activity	4	Community Environment	Unposted expenditures	.00
Element	86	Machinery and Equipment	Encumbrances	.00
Object	12	Operating Equipment	Unposted encumbrances	.00

MW



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-012

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107


**Subject: Renew Contract – Prisoner Medical Services**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Safety; Division of Police, and the attached letter of recommendation, I am submitting for your consideration this request to renew a requirement contract with First Choice Medical Staffing in an amount not to exceed \$30,000 to provide prisoner medical services as outlined in RFP No. 17-009. The service provides for the medical care of prisoners detained in the Lakewood City Jail. This is the first of two (2) additional one-year renewal options; contract effective January 1, 2019 through December 31, 2019.

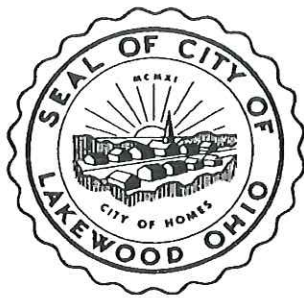
First Choice Medical Staffing submitted the sole response for the services outlined in the Request for Proposal.

Contracting Authority:	Ordinance 50-18 \$80,000
Contracting Balance:	\$80,000 / \$50,000
Funding:	General Fund
Account Distribution:	101-2030-441-30-06 \$77,000
Account Balance:	\$77,000 / \$47,000
Contract Approved by Law:	Yes ____ / No ____ / PO ____ / c/c ____
Object Code:	Human Related Services - Medical
Commodity Code:	948-055
Bid Reference:	RFP 17-009

  
Kim Smith  
Purchasing Manager

	Approved	Disapproved	Date
<b>Joseph J. Beno PE, Director of Public Works</b>	_____	_____	_____
<b>Kevin M. Butler, Director of Law</b>	_____	_____	_____
<b>Jennifer Pae, Director of Finance</b>	_____	_____	_____
<b>Michael P. Summers, Mayor</b>	_____	_____	_____





12650 Detroit Avenue • 44107  
Timothy J. Malley Chief of Police

Division of Police  
216-529-6751  
FAX 216-521-7727  
[www.onelakewood.com](http://www.onelakewood.com)  
[police@lakewoodoh.net](mailto:police@lakewoodoh.net)

November 26, 2018

City of Lakewood  
12650 Detroit Avenue  
Lakewood, OH 44107  
Attn. Board of Control

The purpose of this letter is to recommend that the professional nursing services provided by First Choice Medical Staffing be continued through the calendar year 2019. The city currently has a signed agreement with First Choice to provide the services of a Registered Nurse on a five day per week basis within the Lakewood Police Department's Jail.

The Registered Nurse works with employees assigned to the jail and handles health related complaints directly from inmates, checks medication, administers medication, ensures proper treatment and evaluation for the mental health of inmates, and acts as a liaison with local hospitals and health care organizations.

The Lakewood Police Department's jail is a twelve day facility and Ohio Jail Standards require jails to have a nurse on staff to satisfy requirements for the medical and mental health of inmates. First Choice has functioned effectively in this area and I respectfully request that this agreement continue in the calendar year 2019.

Sincerely,

Gary D. Stone  
Captain



Jan 10, 2019 2:36:49 PM EST

File Edit Commands Help

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101-2030-441.30-06

Account miscellane

Budget miscellane

Encumbrances

Pre-encumbrances

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

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Cancel

Exit

Previous acc...

Next account

2018

2020

Account information

Professional Services / Medical, Dental, Hospital

Fiscal year: 2019 Dr

Budget: 77,000.00

Committed: 39,800.00

Balance: 37,200.00

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 January	.00	.00
Q 02 February	.00	.00
Q 03 March	.00	.00
Q 04 April	.00	.00
Q 05 May	.00	.00

Payment information

Vendor	(* indicates pending)	Total
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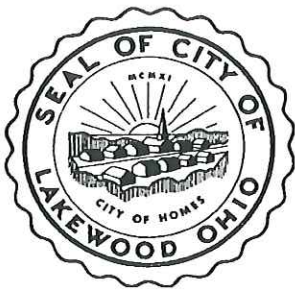
Encumbrances

PO #	Vendor	Balance
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Pre Encumbrances

Type	Req/PO	Project	Balance
RQ	0000031156		25,000.00
RQ	0000031157		7,500.00
RQ	0000031159		800.00
RQ	0000031162		6,500.00

Segment/Balance Details



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-013

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Renew Contract – Professional Medical Services Contract – Lakewood Police Jail**

Dear Members of the Committee:

Based on a review conducted by the Division of Purchasing, in conjunction with the Department of Public Safety; Division of Police, and the attached letter of recommendation, I am submitting for your consideration this request to renew a Professional Service Contract with Dr. Arnold J. Feltoon, MD in an amount not to exceed \$10,000 to provide medical services in the Lakewood City Jail as required by the State Jail Standard for Fiscal Year 2019.

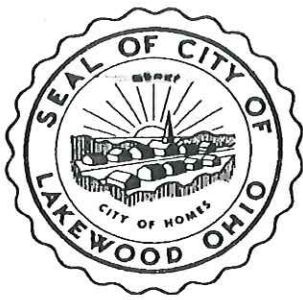
Dr. Feltoon was chosen to perform these professional medical services based on his response to a quote issued for the Services.

Contracting Authority:	Ordinance 50-18 \$80,000
Contracting Balance:	\$50,000 / \$40,000
Funding:	General Fund
Account Distribution:	101-2030-441-30-06 \$77,000
Account Balance:	\$47,000 / \$37,000
Contract Approved by Law:	Yes ____ / No ____ / PO ____ / c/c ____
Account Description	Professional Service / Other
Commodity Code:	948-055
Bid Reference:	Professional Services

Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____





12650 Detroit Avenue • 44107  
Timothy J. Malley Chief of Police

Division of Police  
216-529-6751  
FAX 216-521-7727  
[www.onelakewood.com](http://www.onelakewood.com)  
[police@lakewoodoh.net](mailto:police@lakewoodoh.net)

November 26, 2018

City of Lakewood  
12650 Detroit Avenue  
Lakewood, OH 44107  
Attn. Board of Control

The purpose of this letter is to recommend that the professional services provided by Arnold Feltoon MD be continued through the calendar year 2019. The city currently has a signed agreement with Dr. Feltoon who in his capacity as a physician is the medical advisor to the Lakewood Police Department's Jail. Dr. Feltoon is a licensed physician and his practice is in emergency medicine.

Dr. Feltoon provides medical control and is available for consultation regarding inmate health and medical issues, review and approval of jail policy and procedure, medical and prescription drug requests, and various other medical services. He is available twenty four hour per day by telephone.

The Lakewood Police Department's jail is a twelve day facility and Ohio Jail Standards require jails to have a licensed physician on staff in an advisory capacity. Dr. Feltoon has functioned effectively in the capacity of our Jail Physician.

I respectfully request that this agreement continue in the calendar year 2019.

Sincerely,

  
Gary D. Stone  
Captain



Jan 10, 2019 2:36:49 PM EST

File Edit Commands Help

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Budget miscellane

Encumbrances

Pre-encumbrances

Transactions

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Detail by code

Detail by year & c

Pending by date

Pending by code

Pending by year

Procurement car

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Cancel

Exit

Previous acc...

Next account

2018

2020

Account information

Professional Services / Medical, Dental, Hospital

Fiscal year: 2019

Budget: 77,000.00

Committed: 39,800.00

Balance: 37,200.00

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 January	.00	.00
Q 02 February	.00	.00
Q 03 March	.00	.00
Q 04 April	.00	.00
Q 05 May	.00	.00

Payment information

Vendor	(* indicates pending)	Total
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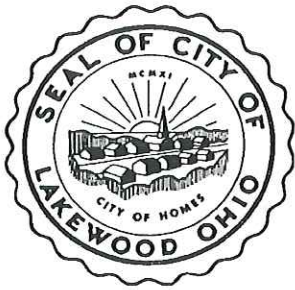
Encumbrances

PO #	Vendor	Balance
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Pre Encumbrances

Type	Req/PO	Project	Balance
RQ	0000031156		25,000.00
RQ	0000031157		7,500.00
RQ	0000031159		800.00
RQ	0000031162		6,500.00

Segment/Balance Details



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-014

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Renew Contract – Professional Administrative Services Contract – Re: Employee Health Care –  
Medical, Dental, Prescription & Stop Loss Insurance Coverage**

Dear Members of the Board:

Based on a review conducted by the Department of Finance, Division of Purchasing in conjunction with the Department of Human Resources, and the attached letter of recommendation, I am submitting for your consideration this request to renew a Professional Services contract with Medical Mutual of Ohio in an amount not to exceed \$1,250,000 to provide Administrative Services for Medical, Dental, Prescription, and Stop Loss Insurance Coverage of City employees. The contract period is January 1, 2019 through December 31, 2019, and upon review will renew automatically, unless the City decides to terminate the contract, at which time it would be re-bid.

Medical Mutual of Ohio submitted the lowest and best responsive and responsible proposal for Employee Health Care; to include Medical, Dental, Prescription, and Stop Loss Insurance Coverage as outlined in RFP No. 17-007.

Contracting Authority:	Ordinance 50-18 \$8,500,000
Contracting Balance:	\$8,500,000 / \$7,250,000
Funding:	Hospitalization Fund
Account Distribution:	600-5099-419-20-04 \$7,000,000
Account Balance:	\$7,000,000 / \$5,750,000
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Personnel Benefits / Employee Hospitalization
Commodity Code:	953-048
Bid Reference:	RFP No. 17-007

  
Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____





12650 DETROIT AVENUE • 44107 • 216/529-6613 • FAX 216/529-5669  
Website: [www.onelakewood.com](http://www.onelakewood.com)

**Jean M. Yousefi, SPHR**  
**Director of Human Resources**

December 3, 2018

Re: MMO Health/Dental Insurance, Prescription Coverage, Stop Loss  
Acct Number: 600-5099-419.20-04

Board of Control:

Please accept this memo as a request for approval from the Board of Control for a renewal contract with Medical Mutual of Ohio for Health/Dental, Prescription and Stop Loss coverage for 2018.

The renewal over last year includes a 10% increase in Stop Loss and a \$1 PEPM increase in Administrative costs. The net effect of which will be an approximately \$91,200 increase in the fixed costs over the year.

Thank you for your consideration.

Sincerely,

Jean M. Yousefi  
Director of Human Resources

Jan 10, 2019 2:50:34 PM EST

File Edit Commands Help

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NavLine

600-5099-419.20-04

Account miscellane

Budget miscellane

Encumbrances

Pre-encumbrances

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Account information

Personnel Benefits / Employee Hospitalization

Fiscal year: 2019 Dr

Budget: 7,000,000.00

Committed: 227,188.58

Balance: 6,772,811.42

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 January	227,188.58	227,188.58
Q 02 February	.00	227,188.58
Q 03 March	.00	227,188.58
Q 04 April	.00	227,188.58
Q 05 May	.00	227,188.58

Payment information

Vendor	(* indicates pending)	Total
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Encumbrances

PO #	Vendor	Balance
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Pre Encumbrances

Type	Req/PO	Project	Balance
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Segment/Balance Details

Print

Cancel

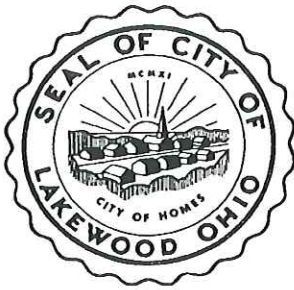
Exit

Previous acc...

Next account

2018

2020



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-015

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Renew Contract – Professional Service Contract – Re: Group Health Insurance Consulting Services**

Dear Members of the Board:

Based on a review conducted by the Department of Human Resources in conjunction with the Division of Purchasing, and the attached letter of recommendation, I am submitting for your consideration this request to renew a contract with Willis Towers Watson in the amount of \$39,000 to provide Group Health Insurance Consulting Services as required by the City of Lakewood. This is the final of (2) additional one-year renewal options, contract effective February 1, 2019 through January 31, 2020.

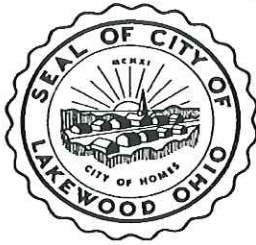
Willis Towers Watson submitted the best responsive and responsible proposal for these services as outlined in RFP No. 16-015.

Contracting Authority:	Ordinance 50-18 \$40,000
Contracting Balance:	\$40,000 / \$1,000
Funding:	Hospitalization Fund
Account Distribution:	600-5099-419-30-02 \$85,000
Account Balance:	\$85,000 / \$46,000
Contract Approved by Law:	Yes ____ / No ____ / PO ____ / C/C ____
Object Code:	Professional Services / Management Consulting
Commodity Code:	918-004
Bid Reference:	RFP 16-015

Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____





12650 DETROIT AVENUE • 44107 • 216/529-6613 • FAX 216/529-5669  
Website: [www.onelakewood.com](http://www.onelakewood.com)

**Jean M. Yousefi, SPHR**  
**Director of Human Resources**

January 3, 2019

Board of Control:

Please accept this communication as a recommendation to renew our contract with Willis Towers Watson. This contract, for the City's Group Insurance Consulting Services, is in the amount of \$39,000 a year for the second year of 2 renewal years.

Willis of Ohio has represented the city well in our health insurance renewals and in guiding the HealthCare Committee process.

Thank you for your consideration of this request.

Sincerely,

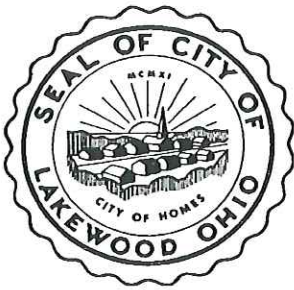
Jean M. Yousefi  
Director of Human Resources

The screenshot displays the 'Printscreen 2.10N' application window. The title bar shows the date and time: 'Jan 10, 2019 3:00:45 PM EST'. The menu bar includes 'File', 'Edit', 'Commands', and 'Help'. The toolbar contains icons for Printscreen, Copy, Paste, Find, and Help.

The main window is divided into several sections:

- Account information:** Displays 'Professional Services / Management Consulting' with a fiscal year of 2019. Budget is 85,000.00, Committed is .00, and Balance is 85,000.00.
- Project Data:** Shows 'Project Entry Optional'.
- Payment information:** A table with columns for Vendor, (\* indicates pending), and Total.
- Account Balance by Period:** A table showing Period/Month, Actuals, and Cumulative Totals for January through May.
- Encumbrances:** A table with columns for PO #, Vendor, and Balance.
- Pre Encumbrances:** A table with columns for Type, Req/PO, Project, and Balance.
- Segment/Balance Details:** A section at the bottom for further details.

A sidebar on the left lists various account types and filters, including 'Account miscellane...', 'Budget miscellane...', 'Encumbrances', 'Pre-encumbrances', 'Transactions', and 'Detail by date', 'Detail by code', 'Detail by year & p...', 'Pending by date', 'Pending by code', 'Pending by year', and 'Procurement car...'. Below the sidebar are buttons for 'Print', 'Cancel', 'Exit', 'Previous acc...', 'Next account', '2018', and '2020'.



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-016

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Award Contract – Purchase of Wide Format Printer**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract to ACE, a Division of Meritech in an amount not to exceed \$10,000 for the Purchase of a Large Format Color Printer for use by Division of Engineering, Planning & Development and Housing & Building.

Wide Format Color Printer will be purchased through U.S. Communities Contract No. **4400003732** as authorized by Lakewood Codified Ordinances §111.04, allowing the City to purchase from agencies without the necessity of bidding.

Contracting Authority:	Ordinance 59-18 \$4,600,000
Contracting Balance:	\$4,582,882 / \$4,572,882
Funding:	General Fund
Account Distribution:	101-3080-414-86-12 \$0
Account Balance:	\$0 / (\$10,000)
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Operating Equipment
Commodity Code:	600-042
Bid Reference:	U.S. Communities

Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____



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## MEMORANDUM

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**DATE:** January 1, 2019  
**TO:** Kim Smith  
**FROM:** Joe Beno  
**RE:** Large format color copier

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This letter is for the purchase of a new large format color printer/scanner being bought through U.S. Communities to upgrade from our current black and white model.

The total cost is \$9405.

The cost will be split between Planning, Building & Engineering.



*Investment Proposal Prepared Exclusively for*  
**City of Lakewood**  
October 1, 2018

<b>Model</b>	<b>Purchase Price</b>	<b>60 Month FMV Lease</b>
<b>Ricoh Aficio MP CW2201SP Digital Wide Format Imaging System</b> <i>(3.8 ppm black &amp; white and 2.1 ppm color)</i> w/Two Roll Feeder Type 240B w/Stand	\$9,405 plus tax	\$183.40 plus tax

***System Complete With...***

- 10.1" SMART Full-Color Touch Screen Control Panel, Custom Icons
- Second Roll Option
- Role Holder
- Color Scanner
- Clamshell Design to Allow Access to all Areas of the Paper Path
- User Replaceable Toner
- Front Copy Exit
- Bypass Tray
- Under Area Storage
- 4GB Memory/320GB HDD
- 600 dpi x 600 dpi Resolution
- Variety of Media Types Including Plain Paper, Recycled Paper, Inkjet Plain Paper, Tracing Paper, Matte Film, Coated Paper, Coated Paper (CAD) and Special Paper
- Scan to E-Mail/Folder/URL/NCP/Document Server and Media
- Adobe Postscript

**Option**

DataOverWrite Security (DOSS)	\$231	\$4.51
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**Service and Supplies**

- Considering a cost per impression, including parts and labor at .011 for black and white impression, per square foot and .032 for color per square foot.
- 

**Ink Supplies**

Black – 200 ml cartridge - \$110 each  
Color (3 needed) – 100 ml cartridge - \$54 each

Wide Format Color Digital Imaging System

**RICOH**  
imagine. change.

# RICOH MP CW2201SP

✓ Printer   ✓ Copier   ☐ Facsimile   ✓ Scanner



MP CW2201SP  
**3.8**  
ppm monochrome

MP CW2201SP  
**2.1**  
ppm full-color

## Sales Information Guide


## RICOH MP CW2201SP

### Color Wide Format MFP


Whether you are new to wide format or experienced, probe for large document application needs and get IT stakeholders involved early, in order to build their requirements into your proposal. By confidently engaging decision-makers with a talk track that includes Ricoh's best-in-class wide format products, you expand your machines in field (MIF) and aftermarket revenue, while establishing long-term business relationships.

#### ***Good Selling!***

***Ricoh Production Print Business Group***



**MP CW2201SP**  
**Color Wide Format MFP**

<b>Color Copy/Print/Scan (std)</b>		<b>Inkjet Print Technology</b>
<b>4GB RAM, 320GB HDD (std)</b>		<b>3.8-ppm B&amp;W/2.1-ppm FC<sup>1</sup></b>
<b>Giga Ethernet (std)</b>		<b>Emergency Print</b>
<b>USB 2.0/USB Host/SD Slot (std)</b>		<b>Smart Operation Panel</b>
<b>Wireless LAN (opt)</b>		<b>1 Roll Feeder (2<sup>nd</sup> Roll opt.)</b>
<b>Powerful Security</b>		<b>36" x 590" Max. Roll Size</b>
<b>SDK Customization (std)</b>	<b>Scan-to-Email/Folder/FTP/ HDD/TWAIN/USB/SD</b>	<b>Single-sheet Bypass</b>
<b>1GHz Print Controller</b>	<b>Scan to/Print from Media</b>	<b>1200 dpi Max. Print Res<sup>2</sup></b>

<sup>1</sup> Speed Priority Mode, A1/D-size, LEF

<sup>2</sup> TWAIN supports 2400 dpi for A4 size.

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# Ricoh Contract

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## Multifunction Devices/Managed Print Services

**Lead Agency:**

Fairfax County, Virginia

**Contract Number:**

4400003732

3 year, 5 month initial term, February 11, 2013 - June 30, 2016

Option to renew for (6) additional (1) year periods or any combination thereof

**The contract is renewed for three (3) years, effective July 1, 2016 through June 30, 2019****Contract Updates**

Amendment 7 added to Contract Amendments on August 15, 2017

**REQUEST INFORMATION**

## Postings

No. of suppliers who responded to RFP: 3

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	May 11, 2012 to June 19, 2012
Canadian MERX Public Tenders	May 11, 2012 to June 19, 2012
Onvia Demand Star	May 11, 2012 to June 19, 2012
Fairfax County	May 11, 2012 to June 19, 2012
Association of Oregon Counties	May 11, 2012 to June 19, 2012
State of Hawaii and Oregon	May 11, 2012 to June 19, 2012

**Contract Documents:**[Contract Number 4400003732](#)  
[Notice of Award](#)  
[Contract Amendments](#)  
[Master Lease Agreement](#)  
[Equipment Sale and Maintenance Agreement](#)**RFP Documents:**[RFP 2000000264](#)  
[Attachment A](#)  
[Attachment A 1](#)  
[Attachment B](#)  
[Attachment C](#)  
[2000000264 Addenda](#)  
[RFP Posting Document](#)**Solutions**[BY SUPPLIER \( show all -> \)](#)[BY CATEGORY](#)[Facilities](#)  
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[Specialty](#)  
[Technology](#)**Main Menu**[JUMP TO:](#)[Solicitations](#)[About](#)[News & Events](#)[Resources](#)[Contact Us](#)[Education Purchasing](#)[Government Purchasing](#)[Nonprofit](#)[Go Green Program](#)**Getting Started**

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- [How It Works](#)
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Jan 10, 2019 3:32:31 PM EST
File Edit Commands Help

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NavLine

101-3080-414.86-12

- Account miscellane...
- Budget miscellane...
- Encumbrances
- Pre-encumbrances
- Transactions
- Detail by date
- Detail by code
- Detail by year &...
- Pending by date
- Pending by code
- Pending by year
- Procurement car...

**Account information**

- Machinery and Equipment / Operating Equipment
- Fiscal year: 2019 Dr
- Budget: .00
- Committed: .00
- Balance: .00

**Project Data**

- Project Entry Optional
- Q 163009 Engineering Veh .00

**Account Balance by Period**

Period/Month	Actuals	Cumulative Totals
Q 01 January	.00	.00
Q 02 February	.00	.00
Q 03 March	.00	.00
Q 04 April	.00	.00
Q 05 May	.00	.00

**Payment information**

Vendor	(* indicates pending)	Total
--------	-----------------------	-------

Print
Cancel
Exit
Previous acc...
Next account
2018
2020
Account activi...
Pending trans...
Images
Budget alloca...

**Encumbrances**

PO #	Vendor	Balance
------	--------	---------

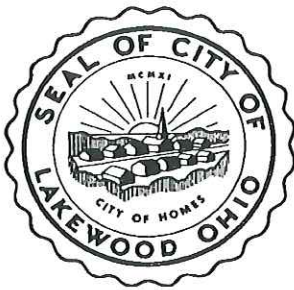
**Pre Encumbrances**

Type	Req/PO	Project	Balance
------	--------	---------	---------

**Segment/Balance Details**

Fund	101	General Fund	Original Budget	.00
Department	30	Public Works	Revised Budget	.00
Division	80	Engineering	Current expenditures	.00
Activity basic	41	General Government	YTD expenditures	.00
Sub activity	4	General Government	Unposted expenditures	.00
Element	86	Machinery and Equipment	Encumbrances	.00
Object	12	Operating Equipment	Unposted encumbrances	.00
			Pre-encumbrances	.00

MW



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-017

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Renew Contract – Uniform Purchase, Rental and Laundry Services**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, and the attached letter of recommendation, I am submitting for your consideration this request to renew a requirement contract to Cintas Corporation in an amount not to exceed \$70,000 to provide Uniform Rental and Laundry Services and provision of Uniforms such as jackets, safety vests, and rain gear for the City's Public Works employees.

Uniform Purchase and Rental to be provided by Cintas Corp. through the rules established by U.S. Communities Contract No. 12-JLH-011C as authorized by Lakewood Codified Ordinances §111.04, allowing the City to purchase from agencies without the necessity of bidding.

Contracting Authority:	Ordinance 50-18 \$70,000
Contracting Balance:	\$70,000 / \$0
Funding:	Various Funds
Account Distribution:	XXX-XXXX-XXX-39-04 & 42-21
Contract Approved by Law:	Yes ____ / No ____ / PO ____ / C/C ____
Object Code:	Contractual Services
Commodity Code:	983-086
Bid Reference:	U.S. Communities

Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
<b>Joseph J. Beno PE, Director of Public Works</b>	_____	_____	_____
<b>Kevin M. Butler, Director of Law</b>	_____	_____	_____
<b>Jennifer Pae, Director of Finance</b>	_____	_____	_____
<b>Michael P. Summers, Mayor</b>	_____	_____	_____



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## MEMORANDUM

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**DATE:** January 1, 2019  
**TO:** Kim Smith  
**FROM:** Joe Beno  
**RE:** 2018 - 2021 Uniform Contract

---

I am recommending the continued rental of uniforms from Cintas for the Public Work employees. Cintas is part of the US Communities purchasing program. This contract with Cintas will extend through June 2021.

The total cost of rental uniforms is anticipated to cost approximately \$40,000 annually. This is the total for all divisions and will be paid for from their individual 39-04 or 42-21 accounts

Departments will make additional purchases of items such as jackets, safety vests, and rain gear. I anticipate an additional \$20,000 could be spent on purchases from the 8 individual divisions.

I suggest approving the overall Cintas contract in 2019 for \$70,000.



# SPECIALTY APPAREL RENTAL SERVICE AGREEMENT

Location No. 011, STRONGSVILLE

Contract No. 4018

Customer No. \_\_\_\_\_

Date 11-10-17

Customer CITY OF LAKEWOOD - MULTIPLE LOCATIONS (US COMMUNITIES)

Phone (216) 529-6644

Address 126500 DETROIT AVENUE

City LAKEWOOD

State OH Zip 44107

## SPECIALTY PRODUCT RENTAL PRICING:

Item #	Description	Non-Standard (Buy Back) Item		Unit Price
		Yes	No	
	SEE ADDENDUM "A" FOR UNIFORM PRICING AND LR PRICING			

- This agreement is effective as of the date of execution for a term of 60 months from date of installation.
- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- Name Emblem \$ 0.75 ea
- Company Emblem \$ 1.50 ea
- Custom Emblem \$ 1.50 ea
- Embroidery \$ 3.75 ea
- COD Terms \$ N/A per week charge for prior service (if Amount Due is Carried to Following Week)
- Credit Terms - Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Item 2160/2162 LR % of Inventory 10% \$ 0.467 Ea.
- Automatic Lost Replacement Charge: Item LAKEWOOD % of Inventory 10% \$ 0.467 Ea.
- Minimum Charge \$ 25.00 per delivery. (75% of the greater of the average of the first 4 weeks of invoicing or most recent 4 weeks of invoicing)
- Make-Up charge \$ 0.75 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 0.00 per garment for coveralls/jackets per week and premium \$ 0.00 per garment for shirts/pants per week.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Shop towel container \$ N/A per week.
- Artwork Charge for LogoMat \$ N/A
- Uniform Storage Lockers: \$ 0.00 ea/week, Laundry Lock-up: \$ 0.00 ea/week Shipping: \$ 0.00
- Service Charge \$ 0.00 per delivery.

This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 0.00 per garment will be assessed for employees size changed within 4 weeks of add-on or installation.
- Uniform Advantage \$ 0.04 per garment. Premium Advantage \$ 0.08 per garment.
- Decline Uniform Advantage and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The customer or company may cancel Uniform Advantage and Premium Advantage at any time.
- Emblem Advantage \$ 0.00 per garment
- Emblem Advantage covers name and company emblems. The customer or company may cancel Emblem Advantage at any time.
- Makeup Advantage \$ 0.00 per garment
- Makeup Advantage covers all costs associated with barcoding and setup. The customer or company may cancel Makeup Advantage at any time.
- Other STREET, FLEET, PARKS, REFUSE, WATER, TREATMENT, WATERMETER, WASTEWATER LOCATIONS

## FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Unit Price	Discount
	840XX	3X10 FLOOR MAT	W/EDW/M	3.047/4.571/6.08	✓
	844XX	4X6 FLOOR MAT	W/EDW/M	2.56/3.84/5.12	✓
	843XX	3X5 FLOOR MAT	W/EDW/M	2.073/3.11/4.14	✓
	2160/2162	SHOP TOWELS	WEEKLY	0.062	✓

P.1 ☒ 11/10/17 Initial and check box if receiving Flame Resistant Garments

P.1 ☒ 11/10/17 Initial and check box if receiving HI-Vis Garments

1 ☐ Initial and check box if Unlease. All garments will be cleaned by Customer.

1 ☐ Initial and check box if receiving Linen Service. Company may take periodic physical inventories of items in possession or under control of Customer

1 ☐ Initial and check box if receiving direct embroidery. If service is discontinued for any employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Customer is ☒ is not ☐ a federal, state or local government.

Cintas Loc. No. 011, STRONGSVILLE

By \_\_\_\_\_

Title \_\_\_\_\_

CUSTOMER:

Please Sign Name Joseph J. Beno

Please Print Name JOSEPH J. BENO

Please Print Title PUBLIC WORKS DIRECTOR

Email: Joe.Beno@LakewoodOH.NET

Accepted-GM: \_\_\_\_\_

Form Distribution: (1) White-Office

(2) Canary-Customer

(3) Pink-Corporate Office

Approved As To Legal Form:

Kevin (K) S. S. S. S. S.  
Director of Law, City of Lakewood



## SPECIALTY APPAREL RENTAL SERVICE AGREEMENT

1. The customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.
2. All garments and other rented items will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value.
3. Customer agrees to notify Company, in writing of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
4. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any special products (i.e., logo mats, non-standard garments, non-standard facility services products, etc.) must be purchased by the customer if service is stopped for any reason. If items are lost or damaged by any means other than normal wear and tear, Customer will pay the then current replacement values for said items. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those items and sizes designated on page 1 of this agreement.
5. This agreement is effective as of the date of execution. ~~The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified to the contrary, in writing, sixty (60) days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. If the customer receives discount pricing due to bundling of products/services, Customer acknowledges that discount is subject to Customer continuing the bundling of the product/services. Should customer discontinue bundling, pricing may be increased to the non-discounted price.~~ All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) either percent 18% or (b) the maximum rate permitted by applicable law.
6. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement or resulting from Customer's or its employee's use of the garments. Further, customer releases Company from any and all liability that results or may result from the use of the garments.
7. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
8. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration under both the laws of the state where Customer is located and applicable federal laws providing for the enforcement of agreements to arbitrate disputes. Arbitration shall be administered by a single arbitrator selected by agreement of the parties. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where the Customer is located.
9. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
10. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, including any terms and conditions set forth in subsequent Purchase Orders or other documents, in which case, the terms of this agreement shall control.
11. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
12. For flame resistant garments, Customer bears full responsibility for selecting the fabrics under this agreement. Customer acknowledges that Company has made no warranty, or covenant with respect to the flame-resistant qualities of the fabrics or garments or with respect to the fitness or suitability of the fabrics or garments for this purpose. Customer acknowledges that numerous manufacturers market fabrics represented to be flame-resistant. Company makes no independent representation as to the flame-resistant qualities of the fabric selected by Customer as compared to other available fabrics or fabrics which may become available in the future. Customer agrees to notify all employees of Customer who will be wearing the flame-resistant garments that the garments are not designed for long term high heat exposure or for use around open flames and that no representation is made as to the garment's ability to protect users from injury or death.
13. For high visibility garments, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.
14. Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms of this agreement, and subject to all of its provisions. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reasons other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
15. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a Federal, state or local governmental body or its representative is a party to this agreement, the proposed modification, amendment or supplement must be in a writing signed by a President or Senior Vice President of Company.
16. This agreement shall be governed by and construed in accordance with the laws of the state of Ohio, without reference to the principles of conflicts of laws, except that the United Nations Convention on Contracts for the International Sale of Goods shall be expressly excluded.



Addendum "A" between Cintas and the City of Lakewood for the service agreement signed on 11/10/17.

### Uniform Pricing

Item #	Description	<sup>Per Week</sup> Unit Price	LR Price
330	100% Cotton Work Shirt	\$0.177	\$15.00
340	100% Cotton Work Pant	\$0.181	\$16.00
677	Comfort Elastic Work Jacket	\$0.55	\$15.00
970	Comfort Collar Work Jacket	\$0.55	\$15.00
929	Comfort Shop Coat	\$0.286	\$15.00
935	Comfort Work Shirt	\$0.14	\$10.00
945	Comfort Work Pant	\$0.145	\$12.00
948	Jean Style Comfort Work Pant	\$0.145	\$12.14
270	Comfort Cargo Pant	\$0.18	\$16.00
912	Comfort Coverall	\$0.286	\$15.00
394	Cintas Brand Jean	\$0.20	\$18.00
381	Carhart 5 Pocket Jean	\$0.30	\$22.00
382	Carhart Carpenter Jean	\$0.30	\$22.00
65386	Hi Visibility Ansi 2 Yellow Work Shirt	\$0.36	\$29.00
370	Cargo Short	\$0.16	\$14.00
66275 / 275	Dry Fit Polo Shirt	\$0.30	\$19.00
80501	Hi Visibility Ansi 2 Yellow Jacket	\$0.80 <sup>4/6</sup>	\$50.00
	Jacket Liner	\$0.00	\$12.00

Cintas Corporation

8221 Dow Circle East

Strongsville, Ohio 44136

Name \_\_\_\_\_

Date \_\_\_\_\_

City of Lakewood

12650 Detroit Avenue

Lakewood, Ohio 44107

Name (Signature)

Date 11/10/17

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# Cintas Contract

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## Facilities Solutions

### Lead Agency:

Harford County Public Schools, Maryland

### Contract Number:

12-JLH-011C

3 year initial term, April 1, 2012 to March 31, 2015

Option to renew for (2) additional (2) year periods

**Contract has been extended through March 31, 2019**



### Contract Updates

Harford County Public Schools Contact Information added on August 8, 2017

### REQUEST INFORMATION

## Postings

Number of suppliers who responded to RFP: 2

#### Posting Information:

U.S. Communities: Current Solicitations

Canadian MERX Public Tenders

Onvia Demand Star

State of Maryland

Association of Oregon Counties

State of Hawaii and Oregon

#### Date Posted:

January 12, 2011 – February 16, 2012

January 12, 2011 – February 16, 2012

January 12, 2011 – February 16, 2012

January 12, 2011 – February 16, 2012

January 12, 2011 – February 16, 2012

January 12, 2011 – February 16, 2012

### Contract Documents:

[HCPS Master Agreement](#)

[Cintas Renewal](#)

[Contract Amendments](#)

[Harford County Public Schools](#)

[Contact Information](#)

### RFP Documents:

[12\\_JLH\\_011 Facilities Solutions RFP](#)

[Addendum 1](#)

[RFP Posting Documents](#)

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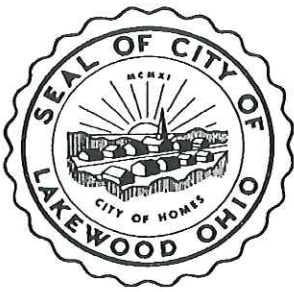
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12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-018

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Award Contract – Fischer Waterline Replacement Project**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract to Terrace Construction Company, Inc. in an amount not to exceed \$150,000 to perform the Fischer Road Waterline Replacement Project as outlined in Bid No. 18-019. Contract award is the base bid of \$138,749 plus contingencies.

Terrace Construction Co., Inc. submitted the lowest and best responsive and responsible bid for the Fischer Rd. Waterline Replacement Project.

Contracting Authority:	Ordinance 56-18 \$2,000,000
Contracting Balance:	\$2,000,000 / \$1,850,000
Funding:	Enterprise Fund
Account Distribution:	501-3062-431-84-90 Project #198002 \$150,000
Account Balance:	\$150,000 / \$0
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Fischer Rd Waterline
Commodity Code:	913-060
Bid Reference:	Bid No. 18-019

Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
<b>Joseph J. Beno PE, Director of Public Works</b>	_____	_____	_____
<b>Kevin M. Butler, Director of Law</b>	_____	_____	_____
<b>Jennifer Pae, Director of Finance</b>	_____	_____	_____
<b>Michael P. Summers, Mayor</b>	_____	_____	_____



P#198002

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## MEMORANDUM

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**DATE:** January 1, 2019  
**TO:** Kim Smith  
**FROM:** Joe Beno  
**RE:** Terrace Construction – Fischer waterline replacement and street repair

---

I am recommending the award of a contract to Terrace Construction for the project to replace a small section of waterline and repair the brick street on Fischer Road. This project was bid as 18-019. The total bid cost is \$138,748.40. I recommend the total approval to include approximately 8% of contingency for a total of \$150,000.

This work is budgeted for and is being paid for from the Water Fund.

**CITY OF LAKEWOOD**

**Fischer Road Watermain Replacement (#6004913)**

**Bid No. 18-019**

**12/04/2018 01:00 PM EST**

<b>Terrace Construction</b>	<b>\$ 138,748.40</b>
<b>Matt Winters Excavating</b>	<b>\$ 162,898.75</b>
<b>Fabrizi Trucking &amp; Paving Co., Inc.</b>	<b>\$ 168,406.00</b>
<b>Lavan Underground</b>	<b>\$ 187,785.50</b>
<b>Monte Construction Co., Inc.</b>	<b>\$ 192,397.30</b>
<b>S.E.T., Inc.</b>	<b>\$ 196,776.00</b>

## NON-COLLUSION AFFIDAVIT

State of OHIO, County of CUYAHOGA,

JEFFREY E. NOCK (the "Affiant"), being first duly sworn

according to law states:

1. Individual Only: That the Affiant is an individual doing business under the name  
of \_\_\_\_\_

in the City of \_\_\_\_\_, State of \_\_\_\_\_;

Partnership Only: That the Affiant is the duly authorized representative of a  
partnership doing business under the name of \_\_\_\_\_

in the City of \_\_\_\_\_, State of \_\_\_\_\_;

Corporation Only: That the Affiant is the duly authorized, qualified and acting

PRESIDENT, of TERSALE CONSTRUCTION COMPANY, INC.

a corporation organized and existing under the laws of the State of OHIO;  
and, that the Affiant of the partnership or corporation referred to above, as applicable, is  
filing herewith a bid to the City of Lakewood in conformity with the Contract Documents;

2. Corporation Only: Affiant further states that the following is a complete accurate  
list of the officers, directors and attorneys of the corporation:

President JEFFREY E. NOCK

Vice President MARK T. ADZEMA

Secretary DENNIS R. LENGTAN

Treasurer JEFFREY E. NOCK

Attorneys \_\_\_\_\_

Directors JEFFREY E. NOCK

and, that the following officers are duly authorized to execute contracts on behalf of the  
corporation: JEFFREY E. NOCK, MARK T. ADZEMA, DENNIS R. LENGTAN

NOTE "D"

- a. Each Bidder shall acknowledge and download all Addenda issued prior to the openings of bids through QuestCDN.com. Failure to download all such Addenda may result in rejection of the bid.
- b. Each Bidder is cautioned to bid on the "Standards" specified and to enter on the "Substitution Sheet" all material, which the Bidder wishes to have considered for possible substitution.

The Bidder shall supplement its bid by supplying the following information for use in the preparation of the contract.

NAME OF PRESIDENT: JEFFREY E. NOLK

ADDRESS: 3965 PEARL ROAD

FEDERAL TAX IDENTIFICATION NO.: 34-1402413

CONTRACTOR'S LICENSE NO.: 18-001028

TELEPHONE NO.: 216-739-3170; FAX NO.: 216-739-3169

MAILING ADDRESS: 3965 PEARL ROAD, CLEVELAND, OHIO 44109

CONTACT PERSON FOR CONTRACT PROCESSING: MARK T. ADZEMA

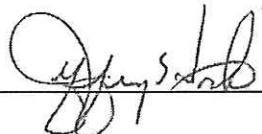
E-MAIL ADDRESS: MTA@terraceconstruction.com

EXECUTION OF BID

Bidder's signature below certifies bid submission through QuestCDN.com website.

NOTE: Failure to sign Bid Form may result in rejection of bid.

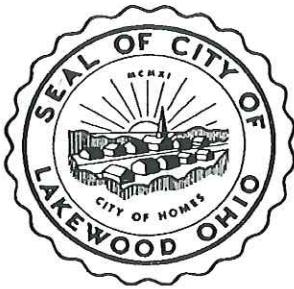
Bidder's Company Name: TERRACE CONSTRUCTION COMPANY, INC.

Signature 

Name & Title JEFFREY E. NOLK, PRESIDENT

Date DECEMBER 4<sup>TH</sup>, 2018





12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-019

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Award Contract – Public Works Service Garage - Weld Shop Ceiling Alterations Project**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract to Apex Construction & Management Co., Inc. in an amount not to exceed \$88,000 to increase the ceiling height of the Weld Shop, located in the Public Works Service Garage to allow for vehicles to be lifted higher off the ground for repairs. Contract award is the base bid of \$79,890 plus contingencies.

Apex Construction & Management Co., Inc. submitted the lowest and best responsive and responsible bid for this project as outlined in Bid No. 18-020.

Contracting Authority:	Ordinance 60-18 \$1,750,000
Contracting Balance:	\$1,750,000 / \$1,662,000
Funding:	Capital Fund
Account Distribution:	401- - - - Project No. \$
Account Balance:	\$ / \$
Contract Approved by Law:	Yes / No / PO / c/c
Object Code:	Fleet Weld Shop Ceiling
Commodity Code:	909-076
Bid Reference:	Bid No. 18-020

Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____



P#196007

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## MEMORANDUM

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**DATE:** January 1, 2019  
**TO:** Kim Smith  
**FROM:** Joe Beno  
**RE:** Apex Construction – Fleet garage ceiling height increase

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I am recommending the award of a contract to Apex Construction for Bid 18-020. Their total bid price was \$79,890. I am recommending a total approval, with contingency, of \$88,000.

This work will increase the height of the ceiling in an area of Fleet's weld shop to allow for vehicles to be lifted higher off the ground.

**CITY OF LAKEWOOD, OHIO****Service Garage and Weld Shop Alterations (#6014795)****Bid No. 18-020****12/07/2018 02:00 PM EST**

			<b>Apex Construction</b>		<b>Millstone Mgmt Group</b>	
Section Title	Line Item	Item Code	Unit Price	Extension	Unit Price	Extension
Labor				\$49,890.00		\$58,080.00
	1	2.1A	\$49,890.00	\$49,890.00	\$58,080.00	\$58,080.00
Materials				\$30,000.00		\$38,720.00
	2	2.1B	\$30,000.00	\$30,000.00	\$38,720.00	\$38,720.00
<b>Base Bid Total:</b>				<b>\$79,890.00</b>		<b>\$96,800.00</b>

Shaju A. Shahjahan (the "Affiant"), being first duly sworn

according to law states:

1. Individual Only: That the Affiant is an individual doing business under the name

of \_\_\_\_\_

in the City of \_\_\_\_\_, State of \_\_\_\_\_;

Partnership Only: That the Affiant is the duly authorized representative of a  
partnership doing business under the name of \_\_\_\_\_

in the City of \_\_\_\_\_, State of \_\_\_\_\_;

Corporation Only: That the Affiant is the duly authorized, qualified and acting  
President \_\_\_\_\_ of Apex Construction & Management Co., Inc.

a corporation organized and existing under the laws of the State of Ohio;  
and, that the Affiant of the partnership or corporation referred to above, as applicable, is  
filing herewith a bid to the City of Lakewood in conformity with the Contract Documents;

2. Corporation Only: Affiant further states that the following is a complete accurate  
list of the officers, directors and attorneys of the corporation:

President Shaju A. Shahjahan

Vice President \_\_\_\_\_

Secretary SEENA SHAHJAHAN

Treasurer SHAJA A. SHAHJAHAN

Attorneys HLP

Directors \_\_\_\_\_

and, that the following officers are duly authorized to execute contracts on behalf of the  
corporation: Shaju A. Shahjahan

- a. Each Bidder shall acknowledge and download all Addenda issued prior to the openings of bids through QuestCDN.com. Failure to download all such Addenda may result in rejection of the bid.
- b. Each Bidder is cautioned to bid on the "Standards" specified and to enter on the "Substitution Sheet" all material, which the Bidder wishes to have considered for possible substitution.

The Bidder shall supplement its bid by supplying the following information for use in the preparation of the contract.

BIDDER COMPANY NAME: Apex Construction & Management Co., Inc.

NAME OF PRESIDENT: Shaju A. Shahjahan

ADDRESS: 24381 Aurora Rd., A-6, Bedford Hts., OH 44146

FEDERAL TAX IDENTIFICATION NO.: 34-1831965

CONTRACTOR'S LICENSE NO.: N/A

TELEPHONE NO.: 440-786-7220 ; FAX NO.: 440-786-7227

MAILING ADDRESS: 24381 Aurora Rd., A-6 Bedford Hts., OH 44146

CONTACT PERSON FOR CONTRACT PROCESSING: Shaju A. Shahjahan

E-MAIL ADDRESS: Apexco1@sbcglobal.net

#### EXECUTION OF BID

Bidder's signature below certifies bid submission through QuestCDN.com website.

NOTE: Failure to sign Bid Form may result in rejection of bid.

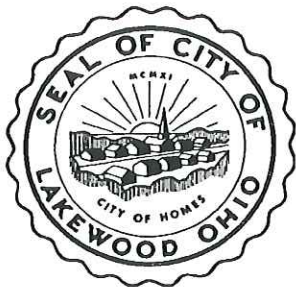
Signature Shaju A. Shahjahan

Name & Title Shaju A. Shahjahan, President

Date 11/30/18

CITY-BA- 4 of 4

V#7322



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-020

January 14, 2019

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Amend Contract – Clean Water Pilot Study Project**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, Division of Engineering, I am submitting for your consideration this request to award the balance of a contract with Underground Connections to Marra Services, Inc. in the amount of \$65,000 to complete the Clean Water Pilot Study Project. City responsible for 90% of private property work and property owners will be responsible for 10%.

Contracting Authority:	Ordinance 56-18 \$2,000,000
Contracting Balance:	\$1,850,000 / \$1,785,000
Funding:	Enterprise Fund
Account Distribution:	510-3070-431-39-10 Proj #159018 \$800,000
Account Balance:	\$215,011 / \$150,011
Contract Approved by Law:	Yes ____ / No ____ / PO ____
Object Code:	Clean Water Pilot Project
Commodity Code:	913-089
Bid Reference:	Emergency

Kim Smith  
Purchasing Manager

	Approved	Disapproved	Date
<b>Joseph J. Beno PE, Director of Public Works</b>	_____	_____	_____
<b>Kevin M. Butler, Director of Law</b>	_____	_____	_____
<b>Jennifer Pae, Director of Finance</b>	_____	_____	_____
<b>Michael P. Summers, Mayor</b>	_____	_____	_____





12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-15-167

July 9, 2015

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Award Contract – Clean Water Pilot Study Project**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, Division of Engineering, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract with Underground Connections in an amount not to exceed \$800,000 to perform the Clean Water Pilot Study Project. City responsible for 90% of private property work and property owners will be responsible for 10%.

City Council authorized entering into pilot project without the necessity of competitive bidding against Resolution No. 8800-15 adopted April 20, 2015.

Contracting Authority:	Ordinance 49-14 \$9,500,000
Contracting Balance:	\$1,804,161 / \$1,004,161
Funding:	Enterprise Fund
Account Distribution:	510-3070-431-39-10 Proj #159018 \$800,000
Account Balance:	\$800,000 / \$0.00
Contract Approved by Law:	Yes ____ / No ____ / PO ____
Object Code:	Clean Water Pilot Project
Commodity Code:	913-089
Bid Reference:	Resolution 8800-15

Kim Smith  
Purchasing Manager

	Approved	Disapproved	Date
Joseph J. Beno PE, Director of Public Works		_____	7/9/15
Kevin M. Butler, Director of Law		_____	7/9/15
Jennifer Pae, Director of Finance		_____	7/9/15
Michael P. Summers, Mayor		_____	7-9-15



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Project 159018-Clean

- Account types
- Assets
- Expenditures
- Liabilities
- Revenues
- Encumbrances
- Miscellaneous info
- Pending transaction
- Pre-encumbrances
- Project detail balance

### Project Information

Description: Clean Water Pilot Project  
Status: Active  
Estimate: 800,000.00  
Type: EP Enterprise Fund  
Sub type: SW Sewer Const/Repair  
Start/stop dates: 1/01/2015 -  
1st month of FY: 00  
Source of funds:

### Project Year-to-Date

FY: 2019	Balance	16,178.40
Budget:		.00
Actual:	16,178.40	
Unposted:		.00
Pre-encumbrance:		.00
Encumbrance:		.00
Pending:		.00

### Project Code

There are no user defined code fields for this project

### Project Life-to-Date

FY(s): 0000 - 9999	Balance	224,763.17
Budget:		800,000.00
Actual:		575,236.83
Unposted:		.00
Pre-encumbrance:		.00
Encumbrance:		.00
Pending:		.00

Print  
Cancel  
Exit  
Next project  
Previous proj...  
2018  
2020  
Project activit...  
Change balan...

Placed on 1<sup>st</sup> reading and  
referred to Finance Committee  
11/19/18; 2<sup>nd</sup> reading 12/3/18.  
Please Substitute for original.

ORDINANCE NO: 50-18

Anderson, Bullock, George, Litten  
O'Leary, O'Malley, Rader  
BY:

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force at the earliest period allowed by law, authorizing the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to enter into contracts for professional services, and to advertise for bids and enter into contracts for the purchase of repair maintenance and operating supplies, services and equipment as authorized by the 2019 Appropriation Ordinance and the Administrative Code of the City of Lakewood with the lowest and best bidder or bidders or as otherwise provided by law.

WHEREAS, this Council desires to provide the authorization to the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to enter into contracts for professional services, and to advertise for bids and enter into contracts for the purchase of repair maintenance and operating supplies, services and equipment as authorized by the 2019 Appropriation Ordinance and the Administrative Code of the City of Lakewood with the lowest and best bidder or bidders or as otherwise provided by law; and

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this ordinance is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public property, health, and safety and to provide for the usual daily operation of municipal departments in that delay could impair the City's ability to provide necessary services in a timely manner for fiscal year 2019, now, therefore,

BE IT ORDAINED BY THE CITY OF LAKEWOOD, STATE OF OHIO

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager be and are hereby authorized and directed to enter into a contract or contracts for supplies, services and equipment with the lowest and best bidder or bidders or as otherwise provided by law, as follows:

Professional services contracts included in the 2019 Budget are as follows:

- 1) Legal Services .....250,000
- 2) Recodification of Ordinances .....12,500
- 3) Financial Audit .....75,000
- 4) Hospitalization and Health Care Benefit Consulting Services .....40,000
- 5) Consultant for Workers Compensation .....30,000
- 6) Risk Management Consulting Services .....15,000

7) Healthcare, Physicals, Drug & Alcohol Testing .....	25,000
8) Employee Assistance Program .....	15,000
9) Supervisor / Manager / Employee Training .....	125,000
10) Exams for Classified Positions .....	75,000
11) Housing and Building Plans Examinations .....	75,000
12) Lakewood Jail Medical Services .....	80,000
13) Band Concerts.....	25,000
14) Municipal Engineering Consultant.....	80,000
15) Debt Issuance Costs.....	250,000
16) Integrated Wet Weather Plan Professional Services.....	1,100,000
17) Administrative Professional Services .....	300,000
18) Professional Services related to Lakewood Hospital.....	300,000
<b>Sub-Total .....</b>	<b>\$2,872,500</b>

Services contracts included in the 2019 Budget are as follows:

1) Government Agreements (WEB) .....	115,000
2) Government Agreements (Bd of Ed/Pools; Rockport TIF).....	800,000
3) Financial Institution Service Charges .....	60,000
4) Electronic Payment Services.....	275,000
5) Property & Liability Insurance Contracts .....	500,000
6) Workers' Comp Stop Loss Insurance .....	95,000
7) Life Insurance.....	20,000
8) Hospitalization and Health Care Benefit Services.....	8,500,000
9) Medical Claims Billing Service.....	100,000
10) Sentenced Prisoners Full Jail Service .....	200,000
11) Home Delivered Meals .....	47,500
12) Distribution System Leak Survey .....	25,000
13) Disposal of Screenings and Grit (WWTP) .....	15,000
14) Excavation Spoils Removal.....	100,000
15) Roll of Box for Street Sweeping.....	60,000
16) Solid Waste Disposal Site.....	900,000
17) Organic Waste Disposal.....	30,000
18) Waste Collections – Condominiums .....	110,000
19) Biosolids Disposal .....	110,000
20) Roll-Off Box for Construction Debris.....	75,000
21) Site to Receive & Process Yard Waste.....	50,000
22) Lab Analysis Service .....	25,000
23) Citywide Computer Hrdwr Op. Sys., & Software Maint Contracts .....	575,000
24) Communications Services .....	100,000
25) Water Meter Program Maintenance.....	25,000
26) Telephone Service.....	95,000
27) Cellular Phone Service .....	250,000
28) HVAC Maintenance .....	125,000

29) Elevator Maintenance .....	25,000
30) Fire Alarm Maintenance .....	50,000
31) Copier Maintenance Service .....	25,000
32) Postage, Mailing Services, Equipment Lease/Maintenance .....	260,000
33) Rental and Laundry of Uniforms .....	45,000
34) Advertising .....	30,000
35) Printing Services .....	165,000
36) CRIS/LEADS Fees .....	20,000
37) Parking Citation Billing Service .....	50,000
38) Fireworks Display .....	35,000
39) Transportation Services .....	100,000
40) Lakewood Hospital Demolition, Hazmat Abatement & Site Prep .....	500,000
<b>Sub-Total .....</b>	<b>\$14,687,500</b>

Materials, supplies, and equipment authorized for purchase under the 2019 Budget are as follows:

1) Sand and Aggregate .....	45,000
2) Concrete Supplies .....	60,000
3) Asphalt Materials .....	50,000
4) Asphalt Cold Patch .....	25,000
5) Crack Sealant .....	40,000
6) Road Salt (Sodium Chloride) .....	300,000
7) Fire Hydrants, Sewer and Water Appurtenances .....	100,000
8) Water Meter Supplies & Materials .....	40,000
9) Sign Shop-Supplies, Blanks & Reflective Material .....	195,000
10) Polymer Flocculants .....	30,000
<b>11) Wastewater Treatment Chemicals .....</b>	<b>150,000</b>
12) Tires and Road Service .....	95,000
13) Automotive Repairs, Parts and Supplies .....	625,000
14) Oil and Lubricants .....	40,000
15) Fuel (Gasoline and Diesel) .....	500,000
16) Purchase Uniforms and Gear – Public Works .....	25,000
17) Electrical Supplies .....	50,000
18) Hardware Supplies .....	45,000
19) Janitorial Supplies .....	50,000
20) Landscape Materials .....	40,000
21) Lumber Supplies .....	100,000
22) Plumbing Supplies .....	45,000
23) Pool Supplies – Chemicals .....	45,000
24) Small Tools and Equipment .....	130,000
25) Prisoner Food Supplies .....	35,000
26) Purchase Uniforms & Gear – Safety Forces .....	75,000
27) Ammunition .....	30,000

28) Office Supplies .....	40,000
29) Computer Supplies.....	10,000
30) Computer Software .....	45,000
31) Communications Equipment .....	100,000
32) Paper Supplies .....	15,000
33) Lease Copier Equipment.....	35,000
34) Subscriptions/Publications.....	30,000
35) Reforestation.....	250,000
36) Police Operating Equipment.....	150,000
37) Fire/EMS Operating Equipment .....	150,000
38) Waste Water Treatment Plant Operating Equipment .....	150,000
39) Fitness Equipment/Devices .....	10,000
<b>Sub-Total .....</b>	<b>\$3,950,000</b>
<b>Total .....</b>	<b>\$21,510,000</b>

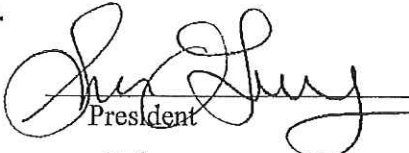
Section 2. That, contracts for supplies, services and equipment in excess of \$7,500 and for professional services in excess of \$5,000 shall not be awarded except as approved herein or further approved by Resolution of Council.

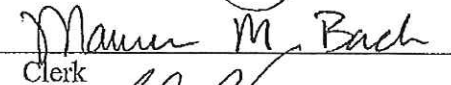
Section 3. The Third Amended Charter published in the Codified Ordinances is the official charter of the City of Lakewood.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least two thirds of the members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: 12/17/18

  
President

  
Clerk

Approved: December 19 2018

  
Mayor

Placed on 1st reading and referred  
to Finance 11/19/18; 2nd reading  
12/3/18

Anderson, Bullock, George, Litten  
O'Leary, O'Malley, Rader

ORDINANCE NO. 59-18

BY:

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force at the earliest period allowed by law, authorizing and directing the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to advertise for bid and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood for the purchase of **Vehicles, Machinery and Equipment** in accordance with the Administrative Code of the City of Lakewood, contracts not to exceed the specified amounts shown without separate resolution of Council.

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this ordinance is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public property, health, and safety and to provide for the usual daily operation of municipal departments in that certain capital improvements projects are to be undertaken beginning on or after January 1, 2019 in accordance with the Capital Improvement Plan for fiscal year 2019; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, and the Director of Finance are hereby authorized and directed to advertise for bids and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood, for the following vehicles and equipment, contracts not to exceed the specified amounts shown, except as hereinafter provided:

**Vehicles, Machinery and Equipment**

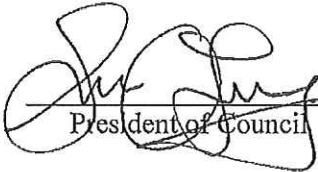
**\$4,600,000**

Section 2. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to enter into contracts as set forth above in amounts not to exceed the specified amounts without further action from Council; and to enter into contracts in excess of specified amounts only upon consent of Council evidenced by adoption of a resolution specifying the authorized amount.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least two thirds of the members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: 12/17/18

  
President of Council

Mamun M. Bach  
Clerk of Council

Approved: December 19 2018

  
Mayor

ORDINANCE NO. 60-18

BY: Anderson, Bullock, George, Litten  
O'Leary, O'Malley, Rader

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force at the earliest period allowed by law, authorizing and directing the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to advertise for bid and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood for **Buildings & Facilities Improvements** in accordance with the Administrative Code of the City of Lakewood, contracts not to exceed the specified amounts shown without separate resolution of Council.

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this ordinance is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public property, health, and safety and to provide for the usual daily operation of municipal departments, and to provide for the usual daily operation of municipal departments in that certain capital improvements projects are to be undertaken beginning on or after January 1, 2019 in accordance with the Capital Improvement Plan for fiscal year 2019; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to engage architectural and/or engineering firms to provide professional services for the design, preparation of specifications, construction inspection, contract administration and to advertise for bids and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood, for the following Infrastructure Improvements, contracts not to exceed the specified amounts shown, except as hereinafter provided:

**Buildings & Facilities Improvements**

**\$1,750,000**

Section 2. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to enter into contracts as set forth above in amounts not to exceed the specified amounts without further action from Council; and to enter into contracts in excess of specified amounts only upon consent of Council evidenced by adoption of a resolution specifying the authorized amount.

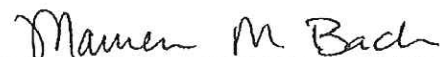
Section 3.. It is found and determined that all formal actions of this Council concerning

and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least two thirds of the members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: 12/17/18

  
\_\_\_\_\_  
President of Council

  
\_\_\_\_\_  
Clerk of Council

Approved: 12/18/18

  
\_\_\_\_\_  
Mayor

Placed on 1st reading and referred  
to Finance 11/19/18; 2nd reading  
12/3/18

Anderson, Bullock, George, Litten  
O'Leary, O'Malley, Rader

ORDINANCE NO. 56-18

BY:

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force at the earliest period allowed by law, authorizing and directing the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to advertise for bid and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood for the **Wastewater System and Treatment Improvement Program** in accordance with the Administrative Code of the City of Lakewood, contracts not to exceed the specified amounts shown without separate resolution of Council.

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this ordinance is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public property, health, and safety and to provide for the usual daily operation of municipal departments in that certain capital improvements projects are to be undertaken beginning on or after January 1, 2019 in accordance with the Capital Improvement Plan for fiscal year 2019; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to engage architectural and/or engineering firms to provide professional services for the design, preparation of specifications, construction inspection, contract administration and to advertise for bids and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood, for the following Infrastructure Improvements, contracts not to exceed the specified amounts shown, except as hereinafter provided:

**Wastewater System and Treatment Improvement Program**


**\$2,000,000**

Section 2. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to enter into contracts as set forth above in amounts not to exceed the specified amounts without further action from Council; and to enter into contracts in excess of specified amounts only upon consent of Council evidenced by adoption of a resolution specifying the authorized amount.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4 . This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least two thirds of the members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: 12/17/18

  
\_\_\_\_\_  
President of Council

Mamen M. Bach  
Clerk of Council

Approved: December 18 2018

  
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Mayor